

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 August 19, 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 August 19, 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: 248 163 40909; 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, August 16, 2024, and ending at 6:00 p.m. on Monday, August 19, 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 August 19, 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 certain 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, AUGUST 19, 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's 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. Public Works Agreement with Spilker Contracting, LLC (Mead, WA) for Hoffman Well Station roof removal and replacement from September 3, 2024, through August 31, 2025—\$283,220 (incl. tax and a 10% administrative reserve). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Dave Steele</p> | <p>Approve</p> | <p>OPR 2024-0633
PW ITB 6142-24</p> |
| <p>2. ARPA Childcare Program Grant Agreement Amendment with HIP of Spokane County dba Community-Minded Enterprises (Spokane), extending the agreement to April 30, 2024, de-obligating \$275,000, and adjusting the budget to re-direct funds. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michelle Murray</p> | <p>Approve</p> | <p>OPR 2022-0852</p> |
| <p>3. Grant Agreement Amendment with Innovia Foundation (Spokane) for the Launch NW Program to support and promote addressing educational disparities, allowing Innovia to program out their spending in accordance with the contracts they have entered into and reduce the administrative burden for both the City and Innovia by changing the frequency of their draw to quarterly effective September 1, 2022. (Council Sponsors:</p> | <p>Approve</p> | <p>OPR 2022-0870</p> |

- 9. a. City Council Meeting Minutes: _____, Approve CPR 2024-0013
2024. All
- 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 C36543 Designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Council Member Cathcart
- ORD C36544 Prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)
Council Member Cathcart
- ORD C36557 Creating the Climate Resilience and Sustainability Board (CRSB); repealing Chapter 04.36 of Title 04 the Spokane Municipal Code; creating a new Chapter 04.41 to Title 04 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Adam McDaniel and Kelly Thomas
- ORD C36558 Repealing inactive funds; amending Sections 07.08.100, 07.08.119, and 07.08.159; repealing Sections 07.08.105, 07.08.111, 07.08.118, 07.08.120, 07.08.126, 07.08.128, 07.08.142, 07.08.144, 07.08.200, 07.08.308, 07.08.309, and 07.08.410 of the Spokane Municipal Code. (Repeals municipal code sections related to inactive special revenue, debt service, capital projects, and enterprise funds.) (Council Sponsors:

Council President Wilkerson and Council Members Cathcart and Zappone)

Adam McDaniel

ORD C36559

Relating to the membership of the Spokane Employees' Retirement System Board; amending SMC section 4.14.040. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Adam McDaniel

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**Motion to Approve Advance Agenda for August 19, 2024
(per Council Rule 2.1.B)**

ADJOURNMENT

The August 19, 2024, Regular Legislative Session of the City Council is adjourned to August 26, 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: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd 7/24/2024

Clerk's File # OPR 2024-0633

Cross Ref #

Project #

Council Meeting Date: 08/19/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	PW ITB #6142-24
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Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	CR26498
---------------------------	----------------------	----------------------	---------

Contact E-Mail	DSTEEL@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5900 HOFFMAN WELL STATION ROOF REPLACEMENT /MASONRY REPAIRS		
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Agenda Wording

The Facilities Department in partnership with the Water Department and Purchasing Department has completed the procurement process for the replacement of the roof, repair of masonry parapet, and installation of a roof top exhaust fan.

Summary (Background)

The work will repair the failing masonry above the roof line, install new R-38 rigid insulation, and a TPO roof membrane for the well station located at 2109 E Hoffman Avenue. The completion of this work will protect the recent Water Department investment in the new well heads and provide many years of additional service life for the station. The low bid was \$238,000. Including a 10% administrative reserve of \$23,800, the total potential spend is \$283,220.00 with sales tax.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 283,220.00
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Current Year Cost	\$ 283,220.00
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Subsequent Year(s) Cost	\$ 0
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Narrative

Amount	Budget Account
Expense \$ \$259,420.00	# 4100-42460-34148-54802-99999 with sales tax
Expense \$ \$23,800.00	# 4100-42460-34148-54802-99999 Admin Reserve
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	BEATTIE, LAUREN
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

jon@spilkercontracting.com	tprince@spokanecity.org
klong@spokanecity.org	dstele@spokanecity.org
wateraccounting@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Hoffman Well Station – Roof Replacement / Masonry Repairs
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Water Department and Purchasing Department has completed the procurement process for the replacement of the roof, repair of masonry parapet, and installation of a roof top exhaust fan. This work will repair the failing masonry above the roof line, install new R-38 rigid insulation, and a TPO roof membrane for the well station located at 2109 East Hoffman Avenue. The completion of this work will protect the recent Water Department investment in the new well heads and provide many years of additional service life for the station.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	
Base bid:	\$238,000.00
Administrative Reserve 10%:	\$ 23,800.00
Total	\$283,220.00
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Water Department 4100-42460-34148-54801-	
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.) Reduction of long term maintenance cost by replacing failed masonry and roof system.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA	

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

NA

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

NA

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?

NA



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **HOFFMAN WELL STATION ROOF
REMOVAL AND REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPILKER CONTRACTING LLC**, whose address is 9902 East Peone Landing Lane, Mead, Washington 99021, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **HOFFMAN WELL STATION ROOF REMOVAL AND REPLACEMENT – MASONRY RECONSTRUCTION, PW ITB 6142-24**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid shall be used to determine prevailing contract document. These contract documents are on file in the Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on September 3, 2024 and shall run through August 31, 2025. Project time of completion and working days in accordance with contract documents.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$238,000.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in

Title 50 RCW;

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

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

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

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

17. **EXECUTIVE ORDER 11246.**

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

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

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

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

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

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

SPIPKER CONTRACTING

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

24-127

PAYMENT BOND

We, **SPILKER CONTRACTING**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$238,000.00)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HOFFMAN WELL STATION ROOF REMOVAL AND REPLACEMENT – MASONRY RECONSTRUCTION, PW ITB 6142-24**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SPILKER CONTRACTING,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **SPIPKER CONTRACTING**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$238,000.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HOFFMAN WELL STATION ROOF REMOVAL AND REPLACEMENT – MASONRY RECONSTRUCTION, PW ITB 6142-24**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SPIPKER CONTRACTING,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

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

By: _____

Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

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

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

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

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

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

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

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



< Business Lookup

License Information:

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

Entity name: SPILKER CONTRACTING LLC

Business name: SPILKER CONTRACTING LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-501-999

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

Mailing address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Aug-31-2025	Aug-02-2021
Spokane Valley General Business - Non-Resident				Active	Aug-31-2025	Aug-31-2021

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

Governing people	Title
SPILKER, JON	

Registered Trade Names

Registered trade names	Status	First issued
SPILKER CONTRACTING	Active	Aug-02-2022



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Bid Response Summary

Bid Number PW ITB 6142-24
Bid Title Hoffman Well Station Roof Removal & Replacement - Masonry Reconstruction (Re-Bid)
Due Date Monday, June 24, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Spilker Contracting
Submitted By jon@spilkercontracting.com jon@spilkercontracting.com - Thursday, June 20, 2024 11:08:15 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jon@spilkercontracting.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A mandatory pre-bid meeting will be held on Thursday, June 13th, 2024, at 10:00 am at the Hoffman Well Station, 2109 E Hoffman, Spokane, WA. If you are planning on attending this Mandatory Pre-Bid Conference RSVP to tprince@spokanecity.org by Wednesday, June 12 at 1:00 pm.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within forty (40) days.	I acknowledge and I agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
4.	<p>The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).</p>	I acknowledge and I understand
5.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is June 24, 2024.</p>	I acknowledge and I understand
6.	<p>If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	I acknowledge and I understand
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/>Statement of Intent to Pay Prevailing Wages<input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/>Statement of Intent to Pay Prevailing Wages<input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/>Affidavit of Wages Paid<input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and I understand
8.	<p>The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.</p>	I acknowledge and I understand
9.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and I understand
TECHNICAL REQUIREMENTS		

<p>SCOPE OF WORK</p>	<p>The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost necessary for the proper execution and completion of the Roof Remove & Replace at Hoffman Well Station as described in the scope of work below .</p> <p>Contractor is responsible for all required permits and permit drawing requirements related to all facets of this project and shall confirm and meet all current energy codes for this type of structure/project. Contractor shall be responsible for field verifying all dimensions and conditions prior to building. All products, materials, coatings and equipment shall be installed per individual manufacturers specifications to ensure warranties are maintained. Contractor shall remove and properly dispose of all construction waste and debris related to this project.</p>	<p>I acknowledge and I agree</p>
<p>SCOPE OF WORK - ROOF WORK</p>	<p>Contractor shall remove all existing build up, rolled roofing, insulation, and all base layers down to the concrete roof deck. Contractor shall provide repairs/patching to the concrete roof deck if deficiencies are found. Contractor shall install an access ladder on the internal west wall where accessible, to allow roof access through the new hatch. Ladder shall meet all required OSHA worker safety requirements. Contractor shall install one BILCO SS-50TB premanufactured roof access hatch (or approved equal) sized to fit with the existing steel roof framing, with a Bil-Guard 2.0 RL2- Safety Railing by BILCO (or approved equal or shop submittal) to be accessible by the new internally mounted access ladder. All work shall meet TPO membrane manufacturers requirements for issuing a 30- or 50-year product warranty to the owner when complete, dependent on the alternative selected. Contractor shall install all new 30 mil. slip resistant polyethylene underlayment, continuous R-38 insulation rigid insulation, Densdeck Prime exterior gypsum sheathing (or approved equal), parapet hardboard up to the flashing, galvanized or aluminum 0.028" thickness powder coated flashing/counter flashing, and TPO membrane to complete the project.</p> <p>Contractor shall replace all roof drain assemblies as needed and all roof drain baskets with new. Contractor shall repair existing 6" roof penetration from previous work, if necessary. Contractor shall test the roof for leaks and all roof drains to validate that they are watertight and or free flowing when project is complete. Contractor shall provide a unit cost/per each for the replacement of up to 30 masonry capstones. Replacements to match original material, size, shape, color, texture and finish. Contractor to provide sample capstone for approval prior to purchase of any final material. Contractor must match existing mortar strength and color.</p>	<p>I Acknowledge and I agree</p>

<p>SCOPE OF WORK - MECHANICAL WORK</p>	<p>Contractor shall specify, provide and install one variable speed rooftop exhaust fan with a minimum capacity of 3,000 cfm, at the highpoint of the roof in proximity to the access hatch, and shall replace two sets of existing non-functional louvers with barometrically actuated louvers to allow for outside air. Contractor shall be responsible for all concrete roof deck penetrations, electrical connections, conduit fittings, wiring, breakers, switches, etc. to complete all electrical work. Contractor shall provide and install all required equipment control wire and control wire conduit from new exhaust fan location / exhaust fan controller, and louver location / louver actuators to a point within 12" of the existing City of Spokane Water Department PLC (Programmable Logic Controller) and shall leave a 36" loop of control wire for each piece of equipment at the terminus. Contractor shall not be responsible for making the final wiring connections to the PLC.</p>	<p>I Acknowledge and I agree</p>
<p>SCOPE OF WORK - MASONRY WORK</p>	<p>Contractor shall remove and clean all loose cap stones on the top of the parapet, as well as all loose brick throughout the parapet wall on all sides of the building. All damaged capstones shall be replaced with like. All broken brick shall be replaced using similar/like brick to restore the masonry to the original state. Contractor shall remove grout and repoint masonry as needed where the joints have deteriorated. Contractor shall use the appropriate type of mortar for this application and type/age of brick. Contractor shall media/soda blast the exterior facade of the building and shall seal the masonry with a durable non-yellowing masonry sealant. Contractor shall develop and submit a safety plan and set up a safety barrier around the building where overhead work is in progress. Contractor shall provide the following submittals for signed approval prior to purchasing equipment or materials. 1. Rigid Insulation; 2. Exterior Gypsum Sheathing; 3. Flashing; 4. TPO Membrane; 5. Exhaust Fan; 6. Louvers; 7. Roof Hatch; 8. Access Ladder; 9. Masonry Sealant; 10. 30 Mil Underlayment; 11. Grout; 12 Replacement Bricks/Capstones. Contractor shall provide shop drawings of proposed equipment locations and penetrations including but not limited to access ladder, hatch, fan, data installations prior to beginning work. Contractor shall provide a PDF closeout package of all materials, coatings, equipment, manufacturer warranty documentation, workmanship warranties, etc.</p>	<p>I understand and I agree</p>
<p>a.</p>	<p>What is the delivery timeline for the materials/equipment needed for this project</p>	<p>45 days</p>

LANDSCAPING	<p>The Contractor shall bear sole responsibility for damage to completed portions of the project and to the project sites property caused by the contractor's operations during the construction of the project. Contractor shall restore all landscaping to its original condition as defined by the attached landscape drawings, pdf. Contractor shall be responsible for like for like plantings, irrigation, ground cover, etc. at the contractor's expense. The Contractor shall promptly repair all damage and shall be responsible for all costs related to labor, materials, equipment, debris disposal, irrigation equipment repairs, plant removal, replanting, and regrading related to any damages to the site landscaping by the contractor.</p>	I understand and I agree
ACTIVE WELL	<p>There is no work that is specifically planned. However, if city operations require work to be performed by themselves or by others, the Contractor shall not restrict the movement of Owner's authorized personnel and equipment in the performance of their work on the site. Coordinate and obtain approval from the Owner for any proposed blockages to the well's driveway, doors, access to the switchyard, or other areas of the site that would impede work on the well appurtenances. In the event the Owner requires other Contractors onsite to perform work, the Contractor will be required to cooperate with the other contractors performing work for the Owner, and to coordinate and arrange the sequence of their work to facilitate the progressive operations of the work already under Contract, or to be put under Contract. Cooperation and adjustments with other contractors engaged in work on the Site is essential to properly coordinate the construction efforts of all contractors.</p>	I acknowledge and I agree
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree

<p>GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p></p>	<p></p>	<p></p>

INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	SpilkCL808o3
CONTRACTOR RESPONSIBILITY	U.B.I. Number	604501999
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	0005197920000
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	852602535
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	604501999001
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No

MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Spilker Contracting Jon pilker 9902 E. Peone Landing Ln Mead, WA 99021
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Jon Spilker Jon@spilkercontracting.com
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Spilker Bid response.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	PW ITB #6142-24 BID BOND.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Spilker Subcontractor list.pdf
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Hoffman Well Station Roof Remove & Replace - Masonry Reconstruction	Base	ea	1.00	\$238,000.00	\$238,000.00	

#2	9% Sales Tax	Base ea	1.00	\$21,420.00	\$21,420.00
Total Base Bid	\$259,420.00				

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: HOFFMAN WELL STATION – Roof Removal & Replace – Masonry
Reconstruction (Re-Bid)

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$	<u>238,000⁰⁰</u>
SALES TAX (9%)	\$	<u>21,420⁰⁰</u>
TOTAL BASE PRICE:	\$:	<u>259,420⁰⁰</u>

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within **40 working days of the Notice To Proceed date.**

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS (\$0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SP1LKCL80803
(must be in effect at time of bid submittal)

U.B.I. Number 604-501-999

Washington Employment Security Department Number 000-519792-60-0

Washington Excise Tax Registration Number 85-2602535

City of Spokane Business License Number 604501999-001
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: SPILKER CONTRACTING


Signature of Bidder's Authorized Representative

OWNER
Title

9902 E. PEONE LANDING LN.
Address MEAD, WA 99021

509-638-9357
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

BID BOND

We, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **HOFFMAN WELL STATION – Roof Remove & Replace – Masonry Reconstruction (Re-Bid)** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____ AS SURETY

By: _____
Attorney in Fact

SUBCONTRACTOR LIST

PROJECT NAME: HOFFMAN WELL STATION ROOF REMOVAL & REPLACEMENT

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER LSR MOBILE BLASTING

TYPE OF WORK/BID ITEM EXTERIOR MASONRY SANDBLASTING & SEAL COAT

AMOUNT \$50,000

CONTRACTOR'S REGISTRATION NO. LSR MOMB830EP

CONTRACTOR/SUPPLIER TS ENTERPRISES

TYPE OF WORK/BID ITEM EXHAUST FAN

AMOUNT \$7,000

CONTRACTOR'S REGISTRATION NO. TSENTEL782CN

CONTRACTOR/SUPPLIER JLC CONSTRUCTION

TYPE OF WORK/BID ITEM ROOF

AMOUNT \$70,000

CONTRACTOR'S REGISTRATION NO. JLCOCL793J8

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Consent**Date Rec'd**

7/24/2024

Clerk's File #

OPR 2022-0852

Cross Ref #**Project #****Council Meeting Date:** 08/19/2024**Submitting Dept**

ACCOUNTING & GRANTS

Bid #**Contact Name/Phone**

MICHELLE 625-6320

Requisition #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - COMMUNITY MINDED ENTERPRISES CONTRACT AMENDMENT

Agenda Wording

Approval of contract amendment which will allow for a budget adjustment between employee hiring and retention bonuses to childcare subsidy and from personnel to childcare subsidy.

Summary (Background)

The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. This amendment is to reduce the over contract and de-obligate \$275,000 and do a budget adjustment moving \$205,980 from employee hiring and retention bonuses to childcare subsidy and \$20,000 from personnel to childcare subsidy.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Un-obligating \$ 275,000 from contract and moving budget allocation in the amount of \$205,981 from employee hiring and retention bonuses to childcare subsidy and move \$20,000 from personnel to childcare subsidy.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Jon Hindman johnh@community-minded.org	mmurray@spokanecity.org
mboston@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org 652-6320
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Community Minded Enterprises Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. This amendment is to reduce the over contract and de-obligate \$275,000 and do a budget adjustment moving \$205,980 from employee hiring and retention bonuses to childcare subsidy and \$20,000 from personnel to childcare subsidy.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Un-obligating \$ 275,000 from contract and moving budget allocation in the amount of \$205,980 from employee hiring and retention bonuses to childcare subsidy and move \$20,000 from personnel to childcare subsidy.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data is available to show how much retention bonuses and childcare subsidy has and will be distributed.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The	

City Council allocated \$3,500,000 of ARPA funding towards an initiative for childcare. This contract is carrying out that initiative.



City of Spokane
CONTRACT AMENDMENT
Title: ARPA CHILDCARE PROGRAM GRANT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and HIP OF SPOKANE COUNTY (dba COMMUNITY-MINDED ENTERPRISES), whose address is 2001 North Division, Ste 130, Spokane, WA 99207, as ("GRANTEE"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to provide time limited subsidy vouchers for City residents who are newly employed or returning to the in person workplace and meet financial eligibility guidelines; and

WHEREAS, the City has requested to reduce the amount of the contract and de-obligate \$275,000.00; and

WHEREAS, the City and the Grantee have requested an adjustment to the budget categories; and

WHEREAS, the City wishes to extend the term of the agreement to April 30, 2025;

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

1. **DOCUMENTS.** The original Contract dated November 22 and 23, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective November 28, 2022.
3. **AMENDMENT.** the original budget of the contract documents is amended to read as follows:

Section No. 3 Budget

Administration

Admin 10% Allowable	60,904.00
Personnel – Salary & Benefits	358,071.00
Other Direct Cost (rent, phone, mileage)	17,012.00
Subtotal	435,987.00
Project Operations	
Retentions/Bonuses	2,000,000.00
Childcare Subsidy	830,000.00
Consultants/Partners	180,000.00
Marketing	22,200.00
LegUp Subscription and Partner Dashboard	31,750.00
Subtotal	3,063,950.00
Total	3,499,997.00

De-obligate from contract award	\$275,000.00
Transfer from Personnel to Childcare Subsidy	\$ 20,000.00
Transfer from Retention/Bonuses to Childcare Subsidy	\$ 205,980.00

Section NO. 3 BUDGET -Amended

Administration	
Admin 10% Allowable	\$11,851
Personnel – Salary & Benefits	\$127,607
Other Direct Cost	\$1,424
Subtotal	\$140,882
Project Operations	
Retention/Bonuses	\$1,794,019
Childcare Subsidy	\$1,055,981
Consultants/Partners	\$225,500
Marketing	\$407
LegUp Subscription	\$8,211
Subtotal	\$3,084,118
Total	\$3,225,000

4. **EXTENSION.** The contract documents are hereby extended and shall run through April 30, 2025.

5. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment; thus, this is considered a “no-cost” Contract Amendment.

GRANTEE

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Email: _____

CITY OF SPOKANE:

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Attachments that are part of this Contract Amendment: None



< Business Lookup

License Information:

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

Entity name: HIP OF SPOKANE COUNTY

Business name: HIP OF SPOKANE COUNTY

Entity type: Nonprofit Corporation

UBI #: 601-762-937

Business ID: 001

Location ID: 0003

Location: Active

Location address: 2001 N DIVISION ST
STE 130
SPOKANE WA 99207-2280

Mailing address: PO BOX 48150
SPOKANE WA 99228-1150

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane Nonprofit Business				Active	Jan-31-2025	Jun-04-2014
Spokane Valley Nonprofit Business				Active	Jan-31-2025	Dec-24-2015

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

Governing people	Title
CUNNINGHAM, IAN	
SCHMIDELKOPHER, JANET	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names

Status

First issued

COMMUNITY-MINDED ENTERPRISES

Active

Jan-13-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/8/2024 7:22:31 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/24/2024

Clerk's File #

OPR 2022-0870

Cross Ref #

Project #

Council Meeting Date: 08/19/2024

Submitting Dept

ACCOUNTING & GRANTS

Bid #

Contact Name/Phone

MICHELLE 625-6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - INNOVIA CONTRACT AMENDMENT

Agenda Wording

This amendment will allow Innovia to program out their spending in accordance with the contracts they have entered into and reduce the administrative burden for both the City and Innovia by changing the frequency of their draw to quarterly.

Summary (Background)

The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022. This action is to adjust the contract terms to allow Innovia more flexibility in spending their funding and remove the annual amount restrictions for the funds and remove the language only allowing a 10% rollover of the unspent funds at the end of each said year. This amendment will also change the frequency of their draws from monthly to quarterly.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Action to remove the restriction of annual spend down amounts and remove the language for carryover amounts to reduce the administrative burden for both the City and Innovia by changing the frequency of their draws to quarterly.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

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

Distribution List

Lauren Autrey lautrey@innovia.org	mmurray@spokanecity.org
mboston@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	Jeff Lenberger JLenberger@innovia.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
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	Innovia Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022 with the terms of compensation set forth in the with allowable budget for each fiscal year. This action is to adjust the contract terms to allow Innovia more flexibility in spending their funding and remove the annual amount restrictions for the funds and remove the language only allowing a 10% rollover of the unspent funds at the end of each said year. This amendment will also change the frequency of their draws from monthly to quarterly.</p> <p>This amendment will allow Innovia to program out their spending in accordance with the contracts they have entered into and reduce the administrative burden for both the City and Innovia by changing the frequency of their draw to quarterly.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Narrative: <u>Action to remove the restriction of annual spend down amounts and remove the language for carryover amounts to reduce the administrative burden for both the City and Innovia by changing the frequency of their draws to quarterly.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable as this is a change in terms.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Increases unallocated ARPA funding</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the objective to allow Innovia to program funds in accordance with contracts they have entered into flexibility to follow the period of performance on said contracts.



City of Spokane
GRANT AGREEMENT AMENDMENT
**Title: EDUCATION DISPARITIES
IMPLEMENTATION PLAN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INNOVIA FOUNDATION**, whose address is 818 West Riverside Avenue, Suite 650, Spokane, Washington 99201, as ("Grantee"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein ARPA Grant monies were awarded to Grantee for the LaunchNW Program; and

WHEREAS, according to the terms of the amendment dated January 1, 2023, the City must document the carryover amount and amount to be returned, thus, the original Agreement needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, signed December 20 and 23, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on September 1, 2022.

3. AMENDMENT.

The original Agreement is hereby amended as follows:

Section 3:

- a. ~~**Compensation.** The City shall reimburse the Grantee according to the following schedule as full compensation for the services provided for under this Agreement. A 10% carry over per year is allowed for the first four years.~~

b. ~~The 10% cannot be stacked or compounded and it must be spent within the following 12 months.~~

Spent	_____ \$128,143.03	2022
Spent	_____ \$1,051,957.66	2023
Not to exceed	_____ \$1,375,000.00	2024
Not to exceed	_____ \$1,250,000.00	2025
Not to exceed	_____ \$1,090,000.00	2026
	\$4,895,100.69	Total

Section 4:

~~Grantee will submit monthly reimbursement requests to the City by detailing the expenditures for which reimbursement is sought.~~

Grantee will submit quarterly (due by the last day of the month following the end of the quarter) reimbursement requests to the City by detailing the expenditures for which reimbursement is sought.

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

INNOVIA FOUNDATION

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

22-233



< Business Lookup

License Information:

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

Entity name: INNOVIA FOUNDATION

Business name: FOUNDATION NORTHWEST

Entity type: Nonprofit Corporation

UBI #: 601-141-467

Business ID: 001

Location ID: 0001

Location: Active

Location address: 818 W RIVERSIDE AVE
STE 650
SPOKANE WA 99201-0909

Mailing address: 818 W RIVERSIDE AVE
STE 650
SPOKANE WA 99201-0909

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Nonprofit Business				Active	Aug-31-2024	Oct-27-2014
Spokane Valley Nonprofit Business				Active	Aug-31-2024	Oct-07-2020

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

Governing people	Title
HANCOCK, HELO	



Governing people**Title**

HILL, MARGO

HUTSELL, SCOTT

LAFFERTY, TYLER

LARSON, ROBERT

MANNING, KIMBERLY

MORALES, MARCELO

NIPP, RYAN

PHILIPPS, JEFF

RASMUSSEN, RICK

VIGIL, JENNIFER

WRIGHT, PATRICIA

Registered Trade Names**Registered trade names****Status****First issued**

INNOVIA FOUNDATION

Active

Jun-04-2018

The Business Lookup information is updated nightly. Search date and time: 6/3/2024 1:35:36 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/24/2024

Clerk's File #

OPR 2023-0076

Cross Ref #

Project #

Council Meeting Date: 08/19/2024

Submitting Dept

ACCOUNTING & GRANTS

Bid #

Contact Name/Phone

MICHELLE 625-6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - NUMERICA CREDIT UNION CONTRACT AMENDMENT

Agenda Wording

This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.

Summary (Background)

The City of Spokane entered into a contract with Numerica Credit Union OPR 2023-0076 to administer a down payment assistance program. This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Action to reduce indirect costs by \$ 126,135.01 and supplies by \$10,000 and increase direct client assistance by \$136,135.01.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Carla Cicero - ccicero@numericacu.com	mmurray@spokanecity.org
mboston@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	Lars Gilberts lgilberts@numericacu.com

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
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	Numerica Credit Union Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City of Spokane entered into a contract with Numerica Credit Union OPR 2023-0076 to administer a down payment assistance program.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Narrative: <u>Action to reduce indirect costs by \$ 126,135.01 and supplies by \$10,000 and increase direct client assistance by \$136,135.01.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable this is a no cost amendment.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Increases unallocated ARPA funding</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the objective to assist more families with down payment assistance.	



City of Spokane

NO COST CONTRACT AMENDMENT

Title: ARPA DOWNPAYMENT ASSISTANCE GRANT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and NUMERICA CREDIT UNION, whose address is 14610 East Sprague Avenue, Spokane Valley, WA 99216, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to PROVIDE ADMINISTRATION AND DISTRIBUTION OF ARPA GRANT DOLLARS TO FIRST TIME HOMEBUYERS WITH A FAMILY INCOME BELOW 200% AMI; and

WHEREAS, the City and the Grantee have requested an adjustment in budget distribution;

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

1. **DOCUMENTS.** The original Contract dated March 23 and 24, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective July 1, 2024.
3. **AMENDMENT.** Section No. 3: Budget of the contract documents is amended as follows:

Section No. 3: Budget Original

Administration	
Admin	0
Indirect Costs	150,000.00
Subtotal	150,000.00
Project Operations	
Salaries and Benefits	90,000.00
Supplies	10,000.00
Equipment	\$0.00
Direct Client Assistance	1,250,000.00

Other - Describe in Narrative	\$0.00
Subtotal	1,350,000.00
Total	1,500,000.00

EXPENSE Categories:	Grant Budget	Total Previously Requested	Grant Balance	Budget Modification	Proposed Modified Grant Budget
Indirect Costs	\$150,000.00	\$23,864.99	\$126,135.01	(\$126,135.01)	\$23,864.99
Salaries & Benefits	\$90,000.00	\$71,197.77	\$18,802.23	\$ -	\$90,000.00
Supplies	\$10,000.00	\$ -	\$10,000.00	(\$10,000.00)	\$ -
Direct Client Assistance	\$1,250,000.00	\$921,600.00	\$328,400.00	\$136,135.01	\$1,386,135.01

Section No. 3: Budget Amended

Administration	
Admin	0
Indirect Costs	23,864.99
Subtotal	23,864.99
Project Operations	
Salaries and Benefits	90,000.00
Supplies	0
Equipment	\$0.00
Direct Client Assistance	1,386,135.01
Other - Describe in Narrative	\$0.00
Subtotal	1,476,135.01
Total	1,500,000.00

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a “no-cost” Contract Amendment.

Grantee	CITY OF SPOKANE:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:

None



OPR 2023-0076
NUMECRE-01

BHATCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold;">NOV 02 2023</div>	CONTACT NAME: Brenda Hatch, CIC PHONE (A/C, No, Ext): (509) 343-9287 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: Brenda.Hatch@alliant.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great Northern Insurance Company 20303 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Numerica Credit Union 14610 Sprague Avenue Spokane, WA 99216	CITY CLERK'S OFFICE	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		36083934	10/31/2023	10/31/2024	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 \$ Included _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73636851	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER 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: Grant

 The City of Spokane, WA, its agents, officers and employees are Additional Insureds with respect to the General Liability as required by written contract

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



< Business Lookup

License Information:

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

Entity name: NUMERICA CREDIT UNION

Business name: NUMERICA CREDIT UNION

Entity type: Nonprofit Corporation

UBI #: 601-133-724

Business ID: 001

Location ID: 0021

Location: Active

Location address: 4911 S REGAL ST STE D
SPOKANE WA 99223-7633

Mailing address: PO BOX 4000
SPOKANE VALLEY WA 99037-4000

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business				Active	Dec-31-2024	Sep-16-2015

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

Governing people	Title
NUMERICA CREDIT UNION	President

Registered Trade Names

Registered trade names	Status	First issued
NUMERICA CREDIT UNION	Active	Nov-12-2021
NUMERICA FINANCIAL SERVICES	Active	Jun-21-2024
NUMERICA MEMBER SERVICES DBA ACCOUNTS	Active	Nov-15-2021

Registered trade names

Status

First issued

CONTROL CONSULTANTS

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/8/2024 7:35:28 AM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/24/2024

Clerk's File #

OPR 2024-0634

Cross Ref #**Project #****Council Meeting Date:** 08/19/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

ARIELLE 509-564-5278

Requisition #**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- APPROVAL FOR HEALTH CARE AUTHORITY CONTRACT-PILOT STREET

Agenda Wording

The contract scope has the service provision of Street Medicine to individuals experiencing homelessness. The team envisioned would be comprised of a doctor/physicians assistant/nurse practitioner, behavioral health specialist, & community worker.

Summary (Background)

This new contract will assist the current street medicine team (SNAP, Frontier, Pioneer, SRHD, etc) in finding permanent, transitional, or emergency housing while providing medical care. This contract will allow for a more holistic approach to medical care and housing placement, and expands their hours to evenings and weekends.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,000,000

Current Year Cost \$ 1,000,000

Subsequent Year(s) Cost \$

Narrative

The contract amount is \$1,000,000 and the City of Spokane will retain a 10% administrative fee in order to administer this contract and manage performance outcomes.

Amount**Budget Account**

Expense \$ 1,000,000

0000000000

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle M Anderson
Contact Email & Phone	arielleanderson@spokanecity.org
Council Sponsor(s)	<u>Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Approval to enter into contract with the Health Care Authority as it relates to the administration of a pilot street medicine program.
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 contract's scope is to support the direct service provision of Street Medicine (SM) to individuals experiencing homelessness. During the COVID-19 pandemic, a more formalized street medicine program was brought to the forefront in the Spokane community. CHAS Medical Center has since been the lead agency that manages this program and they have had great success in bringing critical medical care to those who are unsheltered. The team envisioned in this contract will be comprised of a Medical Doctor/Physicians Assistant/Nurse Practitioner, a behavioral health specialist (Masters level), and either a certified peer or community health worker. This multi-disciplinary team will ensure that nearly all health-related issues are supported on behalf of an individual.</p> <p>The current SM team deploys with a variety of outreach teams (SNAP, Frontier, Pioneer, SRHD, etc) to help support their efforts as they work with this vulnerable population. This new contract will assist the SM team in their efforts to find permanent, transitional or emergency housing, while also providing critical medical care. Additionally, the grant will formalize an already successful program and allow our community to track the data needed to legitimize its efficacy. Currently, data collection is sparse and can be disjointed in the context of follow-up for medical care, number of referrals made, or when an individual is also working with an outreach team to find permanent or emergency housing placement. This contract will allow for a more holistic approach to medical care and housing placement, and expands their hours to evenings and weekends, thereby casting a wider net for access to their services.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Current year cost: Subsequent year(s) cost:</p> <p>Narrative: The contract amount is \$1,000,000 and the City of Spokane will retain a 10% administrative fee in order to administer this contract and manage performance outcomes.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is a one-year contract. July 1, 2024-June 30, 2025.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why). <i>CHHS may decide to hire a project employee to assist with the administration of this grant. Our fiscal team has looked over the contract and sees no negative impacts operationally.</i>
What impacts would the proposal have on historically excluded communities? <i>As noted above, this contract will increase the collaboration among the SM and other providers who directly serve those who are unsheltered. Because medical care is but one need, working in tandem with other providers to assist with housing, income, etc., will only increase an individual's success.</i>
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>We will utilize CMIS to capture outcome measurements as identified in the contract. In addition, the contract requires deep community collaboration and consistent meetings throughout the year. The City will monitor the contractual requirements and will meet with the HCA (Health Care Authority) on a monthly basis to ensure contract compliance.</i>
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>In addition to the quantitative data that will be captured, we will lean into the community of stakeholders throughout this grant cycle to solicit ongoing feedback in regards to the program's efficacy/success.</i>
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>This program aligns with the CoC's Five Year Strategic Plan to End Homelessness.</i>



**PROFESSIONAL SERVICES
CONTRACT for
A Street Medicine Team Pilot
Program**

HCA Contract Number: K7758

THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and City of Spokane, (Contractor).

CONTRACTOR NAME City of Spokane		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 808 W SPOKANE FALLS BLVD	City SPOKANE	State WA	Zip Code 99201	
CONTRACTOR CONTACT Arielle Anderson	CONTRACTOR TELEPHONE 509-625-6055	CONTRACTOR E-MAIL ADDRESS arielleanderson@spokanecity.org		
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input type="checkbox"/> NO				

HCA PROGRAM Clinical Quality and Care Transformation	HCA DIVISION/SECTION CLSOPS
HCA CONTACT NAME AND TITLE Rob McDonough, Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE (360) 725-5135	HCA CONTACT E-MAIL ADDRESS Rob.mcdonough@hca.wa.gov

CONTRACT START DATE July 1, 2024	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$1,000,000.00
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PURPOSE OF CONTRACT:
The purpose of this contract is to establish a mechanism for payment to fund the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and City of Spokane (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with City of Spokane will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to City of Spokane this Contract, the terms and conditions of which will govern Contractor's providing to HCA the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Associate Agreement" or **"BAA"** means an agreement that includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“C.F.R.” means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at <http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse.>

“Client” means an individual who is eligible for or receiving services through HCA program(s).

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contract Administrator” means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

“Contractor” means City of Spokane, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Covered Entity” has the same meaning as defined in 45 C.F.R. 160.103.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

“Data Breach” means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

“Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Electronic Protected Health Information” or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Information and Communication Technology” or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“Limited Data Set(s)” means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Permissible Use” means only those uses authorized in this Contract and as specifically defined herein.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2024 and continue through June 30, 2025 unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended for up to three (3) additional two (2)-year periods by mutually agreed amendment in whatever time increments HCA deems

appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed \$1,000,000.00, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms as described in Attachment 1: *Statement of Work*.
- 3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted to HCAAdminAccountsPayable@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A. The HCA Contract number;
- B. Contractor name, address, phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. Any available prompt payment discount.

3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

3.4.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date (“Belated Claims”). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Arielle Anderson	Name:	Rob McDonough
Title:	Contract Manager	Title:	Contract Manager

Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Address:	626 8 th Avenue SE Olympia, WA 98504
Phone:	509-625-6055	Phone:	360-725-5135
Email:	arielleanderson@spokanecity.org	Email:	Rob.mcdonough@hca.wa.gov

3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.7.1 In the case of notice to the Contractor:

Attention: Arielle Anderson
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
arielleanderson@spokanecity.org

- 3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority

Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

- 3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals;
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 1: Statement(s) of Work;
- 3.8.6 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor’s receipt of such notice. Failure to buy and maintain the required insurance may, at HCA’s sole option, result in this Contract’s termination.

3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.9.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all

information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 4.2.4 **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

4.10 COVERED INFORMATION PROTECTION

- 4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.
- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any

specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- 4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party

may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
- A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

- 4.25.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- 4.25.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 4.25.3 Default. Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 4.25.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. HCA shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe HCA for default under this provision.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211 and Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA’s name is mentioned, language is used, or Internet links are provided from which the connection of HCA’s name with Contractor’s Services may, in HCA’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, 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 Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, 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.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke

security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership*, all clauses identified will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.38 TERMINATION

4.38.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.38.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.39 TERMINATION PROCEDURES

- 4.39.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 4.39.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
- B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- F. Complete performance of any part of the work that was not terminated by HCA; and
- G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.40 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

- 4.43.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.43.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

The contractor will provide street medicine services and will staff street medicine (SM) teams as such, and otherwise do all things necessary for, or incidental to, the performance of work as described in this statement of work (SOW).

Period of performance July 1st, 2024, and be completed on or before June 30th, 2025 unless terminated sooner or extended.

1. Purpose

The purpose of this agreement is to contract with five municipalities – King County, City of Spokane, City of Tacoma, City of Everett and Kitsap County to implement SM teams in support of the unhoused populations. This document outlines performance expectations, reporting requirements and deliverables for this initiative. HCA will incorporate elements of these to submit a legislative report due June 2025 outlining the implementation of the SM program with recommendations for maximizing leveraging of federal Medicaid match and further expansion of the SM model.

Funding for SM pilot is only to be used for expenses incurred related to direct service delivery of SM clients. Allowable uses of funding:

- Staffing for SM teams
- Capital equipment for SM teams
- Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.

2. Performance Expectations

The contractor will be responsible for all internal staffing, training, and any technology requirements necessary to implement the expectations outlined in this contract. In addition, the contractor shall ensure funds are responsibly used towards the care core components of SM.

- 2.1 The main objectives of the Street Medicine program are to reduce health disparities and to improve health outcomes among the unhoused population.
- 2.2 The contractor will implement a street medicine team that will provide direct care to the unhoused population which includes but is not limited to unhoused people living in encampments, tent cities, living in cars, under bridges and in the woods.
- 2.3 The contractor will engage and collaborate with community stakeholders to develop the components needed for a successful SM program. The contractor will report the functions of the SM team and report a policy that includes organizational structure of SM teams, standard referral procedures and protocols to ensure continuity of care, liability coverage, data reporting systems, medication dispensing as well as proper safety guidelines for the SM team.

- 2.4 The contractor will meet with HCA SM program manager on a frequency as determined by the SM program manager.
- 2.5 The contractor will participate in a Street Medicine Learning Collaborative with other Street Medicine participants on a frequency as determined by SM program manager.
- 2.6 The contractor will assemble a SM team comprising the following makeup:
 - 2.6.1 a MD/DO or Physician Assistant (PA) or Nurse Practitioner (NP) , AND
 - 2.6.2 a behavioral health specialist (masters level).
 - 2.6.3 The SM team may include a community health worker (with preferred lived experience) or certified peer counselor (CPC).
 - 2.6.4 SM teams should be comprised, at a minimum, a pair of individuals or a makeup of 3 to 4 people depending on staffing needs. Staffing will be flexible and scalable depending on location.
- 2.7 The contractor will provide and support regular quarterly (4 sessions per year) trainings for the SM team to cover key SM protocols such as clinical guidelines, infection and infestation prevention, skills to prevent and de-escalate crises, situational awareness and safety precautions in a range of settings, understanding boundaries between street medicine and law enforcement, street medicine 911 protocols, safety precautions for transporting individuals and staff well-being that includes self-care and burnout prevention.
- 2.8 The contractor will coordinate, collaborate and communicate with community stakeholders as well as law enforcement agencies.
- 2.9 The contractor will ensure there is close collaboration as well as wraparound health services and referrals between SM teams and:
 - 2.9.1 Primary care providers (including but not limited to Federally Qualified Health Centers, community clinics or other primary care providers) to assist the unhoused population with establishing longitudinal primary care appointments.
 - 2.9.2 Behavioral health providers including but not limited to mental health services, substance use disorder services (such as harm reduction and care services, Health Engagement Hubs, Syringe Services Providers)
- 2.10 The contractor will ensure SM teams will provide the following scope of services:

- 2.10.1 Basic medical care, including but not limited to urgent care (addressing acute medical concerns), infectious disease control (HIV screening, HCV screening and treatment, wound and foot care), medication counseling, prescribing, and distribution of medications.
- 2.10.2 Behavioral health services
- 2.10.3 Substance use disorder services, including provision of harm reduction supplies as appropriate
- 2.10.4 Care coordination and case management services, such as:
 - 2.10.4.1 Wraparound health services and referrals, including referrals to appropriate clinical and non-clinical services
 - 2.10.4.2 Medical and psychosocial case management,
 - 2.10.4.3 Provision of life necessities as able (providing free materials such as hygiene supplies, food/water and some clothing),
- 2.11 The contractor will ensure that SM teams will be held to the same standards as any healthcare facility delivering medical care and includes clinical record keeping and licensing requirements. In addition, the contractor will establish a quality assurance (QA) and quality improvement (QI) plan for SM teams.
- 2.12 Contractor to meet with HCA on a monthly schedule to discuss progress on contract work, including successes and challenges. Meetings will be used to discuss stakeholder engagement, legislative report drafts, preliminary recommendations, and funding plan.
- 2.13 The contractor will set up billing systems and bill for services eligible for Medicaid reimbursement by the end of the pilot period and include details in final report.

3. Reporting:

The contractor will submit quarterly reports due the last business day of the month after end of quarter to include the following:

- 3.1 Individuals on SM teams who attended quarterly training during the reporting period and report the training on an attendance sheet to include date/time and duration of time, type of training involved, name of personnel attending the training, and instructor/title providing the training.
- 3.2 Data collection. The contractor will collect and report on the following data elements on a quarterly basis.

3.2.1 Program information

- 3.2.1.1 Quarterly staffing report including number and type of providers.
- 3.2.1.2 Total number of sites visited to include date/time/location and participating staff.
- 3.2.1.3 Any manner of deaths (natural, accident, homicide, undetermined and pending) if possible.

3.2.2 Billable services

- 3.2.2.1 Total number of patients seen, including:
 - 3.2.2.1.1 Client demographics to include age, racial, ethnic and gender.
 - 3.2.2.1.2 Number and type of treatments/services performed on individuals and outcomes such as testing and overdose prevention, number of wound care services, number of individuals started on medications (including injectables) for opioid use disorder, infections and pain management,
 - 3.2.2.1.3 Number of referrals made to primary care and behavioral health treatments/appointments.
 - 3.2.2.1.4 Number of top medical and behavioral health diagnosis.
 - 3.2.2.1.5 Number of transportation arranged for individuals to ER, primary care and behavioral health.

3.2.3 Non-billable services

- 3.2.3.1 Non-billable encounters with patients
- 3.2.3.2 Number of 911 calls made when SM teams encounter unhoused people.
- 3.2.3.3 Total number of harm reduction supply encounters.
- 3.2.3.4 Number of naloxone kits distributed.

3.2.3.5 Number of hygiene items distributed.

3.2.3.6 Number of harm reduction supplies distributed.

4. Deliverables, due dates, and payment expectations

Deliverable	Description	Due date	Amount
Implementation Plan	Detailed report, including: <ul style="list-style-type: none">• Estimated Staffing for SM teams and hiring plan• Capital equipment needs for SM teams• Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.	07/15/2024	\$750,000
Quarterly report	Contractor will provide summary written report of contract-related progress each quarter	10/20/2024; 01/20/2025; 04/20/2025	\$66,667 per quarter
Final Report	Detailed report, including: <ul style="list-style-type: none">• Details on Medicaid billing• Challenges and Barriers to providing and implementing care• Summary of budget; including expenditures and how funds were utilized• Lessons learned and future implementation plans	06/01/2025	\$50,000

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Consent**Date Rec'd**

7/24/2024

Clerk's File #

OPR 2022-0481

Cross Ref #**Project #****Council Meeting Date:** 08/19/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

CR26487

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and Human Resources advise.

Summary (Background)

This amendment will increase the contract by \$100,000 for a total contract amount of \$300,000.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Expense \$ 100,000

0020-88100-18900-54105-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

BUSTOS, KIM

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

bethk@summitlaw.com

johnh@summitlaw.com

sdhansen@spokanecity.org

mpiccolo@spokanecity.org

ywang@spokanecity.org

hhaws@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Legal
Contact Name & Phone	Mike Piccolo
Contact Email	mpiccolo@spokanecity.org ; 625-6237
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	Special Counsel Contract Amendment
Summary (Background)	<p>Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.</p> <p>The City had collective bargaining in 2024 with Local 29 and SAFO as well as four matters moving to arbitration. These matters will be handled in part by Legal and HR staff but also with the assistance of Summit Law Group.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$300,000.00.</p>
Proposed Council Action & Date:	Committee on July 22, 2024, Legislative Agenda on August 19, 2024
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**.

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 08/12/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/1/2024

Clerk's File #

OPR 2024-0105

Cross Ref #**Project #****Council Meeting Date:** 08/19/2024**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

MICHAEL 509-625-6325

Requisition #

BT PENDING

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON MCATHCART PDILLON

Agenda Item Name

0620-HR-CONTRACT AMENDMENT WITH ARCHBRIGHT

Agenda Wording

Contract Amendment Archbright WorkPlace Performance Experts

Summary (Background)

The City has been contracting with Archbright to provide HR and related services, primarily to SFD. This is the third and final amendment to this contract. It's proposed to provide services from September 7, 2024 to January 31st, 2025.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 62,000

Current Year Cost \$ 45,000

Subsequent Year(s) Cost \$ 17,000

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

Expense \$ 14,000.00

0620-31100-22100-54201-99999

Expense \$ 48,000.00

1970-35141-22100-54101-99999

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Human Resources and Fire Department
Contact Name	Mike Ormsby
Contact Email & Phone	mormsby@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CM Dillon Council ,President Betsy Wilkerson</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Contract Amendment with Archbright
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has been contracting with Archbright to provide HR and related services, primarily to SFD. This is the third and final amendment to this contract. It's proposed to provide services from September 1 st , 2024, to January 31 st , 2025
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p style="padding-left: 40px;">Current year cost: \$45,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$17,000 in 2025</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: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A

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

N/A

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

The contract provides for essential services required by both HR and SFD for the operations of the Fire Department.



CITY OF SPOKANE
**THIRD CONTRACT
AMENDMENT/EXTENSION**
Title: **HUMAN RESOURCES CONSULTING**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 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 Human Resources Operation Support, which was previously amended on or about June 3, 2024; and

WHEREAS, due to staffing shortages in the Human Resources Department, there is a need to extend this work and add additional funds, 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 Contract, effective December 11, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on September 7, 2024 and shall run through January 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$62,000.00)**, and applicable sales tax, in accordance with the updated Statement of Work, 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.

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

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:
Updated Statement of Work

24-142

ATTACHMENT A

Updated Statement of Work

Provide HR support to the Spokane Fire Department including advice and assistance on employee discipline, collective bargaining agreement management, employee grievances and preparation for collective bargaining. Also be available to provide advice and assistance to other Human Resource Analysts on various employment issues including ADA and FMLA matters.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/3/2024

Clerk's File #

ORD C36543

Cross Ref #

Project #

Council Meeting Date: 07/15/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CM CATHCART 6257

Requisition #

Contact E-Mail

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0320 - ORDINANCE ESTABLISHING CITY HOLIDAYS

Agenda Wording

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Munici

Summary (Background)

Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year's, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements. The point of this ordinance is to give official recognition in the form of an official city holidays that already receive state recognition for individuals and events of cultural significance to the Spokane community.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ unknown

Current Year Cost \$ unknown

Subsequent Year(s) Cost \$

Narrative

Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary.

Amount

Budget Account

Expense \$ unknown

tbd

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

mcathcart@spokanecity.org

bwilkerson@spokanecity.org

sblackwell@spokanecity.org

Committee Briefing Paper

Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / 625-6210
Council Sponsor(s)	Wilkerson Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Establishing City Holidays
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>Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year's, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements.</p> <p>This ordinance would amend SMC 03.03.010 by adding Martin Luther King Day (the third Monday of February), Lunar New Year (first day of first lunar month), and Juneteenth (June 19) as official city holidays commencing in 2025.</p> <p>Currently MLK Day and Juneteenth are official holidays of the State of Washington.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: None known Subsequent year(s) cost: Unknown	
Narrative: Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary depending whether the ordinance change actually results in additional employee holidays for specific bargaining units. This analysis is ongoing.	
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? Unknown at this time	
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.) Not known at this time	

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

- What impacts would the proposal have on historically excluded communities?

The point of this ordinance is to give official recognition – in the form of an official city holidays that already receive state recognition – for individuals and events of cultural significance to Spokane communities of color, and which are celebrated locally at this time.

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

Not applicable.

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

Not applicable

- 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?

Under SMC 01.03.030 the official motto of the City of Spokane is “In Spokane We all Belong.” Adding these holidays is consistent with this motto and gives further municipal recognition to icons and events important to Spokane’s communities of color.

Council Subcommittee Review

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

There has not been subcommittee review. It is possible the ordinance will receive review of the Equity Subcommittee at a future date.

ORDINANCE NO. C-36543

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code.

WHEREAS, recognizing the cultural diversity of our community enriches the social fabric and promotes a comprehensive understanding and appreciation among its members; and

WHEREAS, Martin Luther King Jr. was a pivotal figure in the American civil rights movement and known for compassionate and insightful statements on civil rights, racial equality, and non-violence as a form of civil protest; and

WHEREAS, “Martin Luther King Jr. Day” was officially adopted by the United States Congress in 1983 and first observed at the federal level on January 20, 1986; and is a day of service and celebrates the life, legacy, and achievements of the civil rights leader; and

WHEREAS, Lunar New Year, a significant celebration for many Asian communities, marks the beginning of the lunar calendar and is a time of festivity and family reunions, reflecting the rich cultural heritage and contributions of these communities to our society; and

WHEREAS, since its celebrated return in 2022 after an 87-year hiatus, the Lunar New Year festival has rapidly grown in popularity in Spokane, drawing significant participation from the community and demonstrating the vibrant cultural heritage and traditions of the Asian communities within the city; and

WHEREAS, Juneteenth, commemorating the end of slavery in the United States, serves as a historical milestone that promotes reflection, education, and celebration of freedom and justice for all citizens; and

WHEREAS, recognizing the significance of Juneteenth as a pivotal moment in American history, the United States Congress has officially designated June 19th as a federal holiday, further affirming its national importance and acknowledging the

ongoing pursuit of equality and justice for all; and

WHEREAS, Juneteenth is the oldest nationally/internationally celebrated commemoration of the ending of slavery in the United States;

WHEREAS, both Martin Luther King Jr. Day and Juneteenth are recognized as official state holidays by the State of Washington; and

WHEREAS, the City Council of the City of Spokane wish to formally establish Martin Luther King Jr. Day, Lunar New Year, and Juneteenth as official holidays of the City of Spokane,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.03.010 of the Spokane Municipal Code is amended as follows:

Section 03.03.010 Legal Holidays Specified

Commencing January 1, 2025, ((The)) the following days each year are legal holidays during which all offices, including municipal court, are closed to the transaction of business, except ((the)) essential ((departments)) operations:

- A. The first day of January, commonly called “New Year’s Day.”
- B. The day corresponding to the first day of the first lunar month, commonly known as “Lunar New Year”, which may vary each year.
- C. The third Monday of February, commonly called “Martin Luther King. Jr. Day.”
- ~~((B))~~ D. The last Monday of May, commonly known as “Memorial Day.”
- E. The nineteenth of June, commonly called “Juneteenth.”
- ~~((G))~~ F. The fourth day of July, commonly known as “Independence Day,”.
- ~~((D))~~ G. The first Monday in September, commonly known as “Labor Day”.
- ~~((E))~~ H. The fourth Thursday of November, commonly known as “Thanksgiving Day”.
- ~~((F))~~ I. The Friday following Thanksgiving Day; and

((G)) J. The twenty-fifth day of December, commonly known as “Christmas Day”.

Section 2. Section 03.03.050 of the Spokane Municipal Code is amended as follows:

Section 03.03.050 Non-uniformed Employees

For non-uniformed employees on a work schedule other than Monday through Friday, the following holiday policy applies:

- A. When a holiday observed by the City falls on an employee’s first day of rest, the preceding day is recognized as ~~((his))~~ that employee’s holiday.
- B. When a holiday observed by the City falls on an employee’s second day of rest, the following day is recognized as ~~((his))~~ that employee’s holiday.
- C. If an employee is required to work on ~~((his))~~ a holiday as outlined in subsections (A) and (B) of this section due to essential operations, ~~((he))~~ that employee is compensated at one and one-half times ~~((his))~~ the employee’s hourly rate ~~((in addition to straight-time pay))~~ or as otherwise set forth pursuant to that employee’s collective bargaining agreement.

Section 3. There is added to Chapter 03.03 of the Spokane Municipal Code a new Section 03.03.070 to read as follows:

Section 03.03.070 Essential Operations

For purposes of this Chapter 03.03, the term “essential operations” shall mean:

- A. The Police Division;
- B. The Fire Division; and
- C. Any city department, division, or function designated as an “essential operation” by the Mayor.

Section 4. 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 5. 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 _____, 2024.

Council President

Attest

Approved as to Form

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/3/2024

Clerk's File #

ORD C36544

Cross Ref #

Project #

Council Meeting Date: 07/15/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CM CATHCART 6257

Requisition #

Contact E-Mail

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - PROHIBITION OF CAMPING NEAR SUPPORT FACILITIES

Agenda Wording

AN ORDINANCE prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code.

Summary (Background)

The citizens of Spokane in 2023 voted to amend the Spokane Municipal Code and expand the prohibition on illegal camping to those areas within one thousand feet of schools, day cares, and parks. Homeless and unhoused individuals will often camp at or near addiction treatment facilities, behavioral health facilities, or other support facilities. The updated language expands the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral

\$

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Select

\$

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Select

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Select

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

mcart@spokanecity.org

sblackwell@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 3, 2024
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Camping Prohibition Near Recovery and Supportive Services
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code. The updated language expands the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<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?
- 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.

ORDINANCE NO. C36544

AN ORDINANCE prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code.

WHEREAS, the Spokane Municipal Code prohibits illegal camping within the city limits, including riverbanks, natural areas, public parks and on other public property ; and

WHEREAS, the citizens of Spokane in 2023 voted to amend the Spokane Municipal Code and expand the prohibition on illegal camping to those areas within one thousand feet of schools, day cares, and parks; and

WHEREAS, homeless and unhoused individuals will often camp at or near addiction treatment facilities, behavioral health facilities, or other support facilities, posing a threat to individuals seeking and receiving services at those facilities; and

WHEREAS, it is the desire of the City Council to expand the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 12.02.1002 of the Spokane Municipal Code is amended to read as follows:

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.
- B. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.
- C. "Camp paraphernalia" includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.
- D. "Park or park facility" means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands,

conservation lands and natural areas, shall be considered to be a “park facility” for purposes of this chapter.

- E. “Public property” shall mean any City-owned property, including but not limited to, parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.
- F. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.
- G. “Right-of-way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.
- H. “Street tree” means any tree or shrub located within the public right-of-way.
- I. “Comprehensive Support Services” means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

Section 2. Section 12.02.1010 of the Spokane Municipal Code is amended as follows:

A. Prohibition

- 1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
- 2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct (~~(located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and)~~), or
 - b. Within (~~(three blocks)~~) one thousand (1000) feet of any (~~(congregate shelter)~~) facility providing comprehensive support services, provided that signs are posted prohibiting camping that are clearly visible to pedestrians; or
 - c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.

- b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).

2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability((~~τ~~)).

Section 3. Rule-Making. The Department of Community and Economic Development is authorized to promulgate a public rule consistent with, and necessary to implement and enforce, the provisions of Sections 12.02.1000 through 12.02.1012 of the Spokane Municipal Code. Any public rule promulgated under this chapter shall be submitted to the city council for approval by resolution no later than the date of its adoption or within 60 days of the effective date of this ordinance, whichever is later.

Section 4. 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 5. 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 June ____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 07/15/2024

Committee Agenda type: Discussion

Date Rec'd

7/15/2024

Clerk's File #

ORD C36557

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779, 6776

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

ESTABLISHING THE CLIMATE RESILIENCE AND SUSTAINABILITY BOARD

Agenda Wording

This ordinance will create the Climate Resilience and Sustainability Board (CRSB). It repeals the Sustainability Action Committee (SMC 04.36) that was not empaneled by the previous two administrations.

Summary (Background)

The Climate Resilience and Sustainability Board is made up of up to 15 members. The role of the Climate Resilience and Sustainability Board is to: serve as the Climate Policy Advisory Committee for the Climate portion of the Comprehensive Plan and provide recommendations to the Mayor and Council on policies and funding opportunities that advance the goals and priorities of the Sustainability Action Plan and Climate Element of the Comprehensive Plan.

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

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Select

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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

kthomas@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	7/15/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel Kelly Thomas
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: 5 minutes
Agenda Item Name	Establishing the Climate Resilience and Sustainability Board
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 will create the Climate Resilience and Sustainability Board (CRSB). It repeals the Sustainability Action Committee (SMC 04.36) that was not empaneled by the previous two administrations.</p> <p>The Climate Resilience and Sustainability Board is made up of up to 15 members with broad representation including members from communities facing disproportionate environmental disparities, individuals with expertise in climate planning or emergency management, entrepreneurs with experience implementing sustainability initiatives, and students from local high schools and universities.</p> <p>The role of the Climate Resilience and Sustainability Board is to: serve as the Climate Policy Advisory Committee for the Climate portion of the Comprehensive Plan and provide recommendations to the Mayor and Council on policies and funding opportunities that advance the goals and priorities of the Sustainability Action Plan and Climate Element of the Comprehensive Plan.</p> <p>The Board's work plan is adopted annually by the City Council.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc?</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

<p>Operations Impacts (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities? This board seeks representation from impacted community members and from historically underrepresented geographic areas or marginalized communities, including communities of color and areas of the city of Spokane that are subject to disproportionate environmental and health disparities.</p>
<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? The Board will consider the effect of its policy and recommendations on impacted community members and will consider the effect on historically underrepresented geographic areas or marginalized communities, including low-income and communities of color and areas of the city of Spokane that have been subject to disproportionate environmental and health disparities</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The board will work from an annual work plan. Execution of that plan will be part of the data collected determining the effectiveness of the Board.</p>
<p>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 board aligns with and is charged with providing recommendations to implement the Comprehensive Plan and Sustainability Action Plan. It was also recommended as part of the Mayor’s Transition Committee.</p>

ORDINANCE NO C36557

An ordinance creating the Climate Resilience and Sustainability Board (CRSB); repealing Chapter 04.36 of Title 04 the Spokane Municipal Code; creating a new Chapter 04.41 to Title 04 of the Spokane Municipal Code.

WHEREAS, the City of Spokane produced its first Sustainability Action Plan in 2009; and

WHEREAS, the Spokane City Council officially adopted the City's first Sustainability Action Plan by an ordinance (No. C35519; SMC 15.05.030 B.) in 2017, which included a recommitment to the City's Greenhouse Gas Reduction Goals; and

WHEREAS, a 2018 ordinance (No. C35668; SMC 04.36) created the Sustainability Action Committee; and

WHEREAS, the Sustainability Action Committee was not empaneled by the Condon or Woodward administrations; and

WHEREAS, in 2018 the City Council created the Sustainability Action Subcommittee, reporting to the Council's Public Infrastructure, Environment and Sustainability Committee, to help move the City forward on sustainability and climate action (Resolution No. 2018-0110); and

WHEREAS, in 2021 the Spokane City Council adopted an updated Sustainability Action Plan that was developed by the City Council's Sustainability Initiatives Manager and the Sustainability Action Subcommittee in a multi-year process that engaged a large number and wide variety of community members and included six months of community engagement in reviewing the plan, and

WHEREAS, the 2021 Sustainability Action Plan established Goal 4, TL8, "Update the comprehensive plan to incorporate climate action and updated sustainability goals", and

WHEREAS, in 2021 the City Council codified in SMC 15.05.060 various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan, and

WHEREAS, Mayor Brown's Transition Team committee focused on *Building a Resilient Future* recommended the creation of a Community Resiliency and Sustainability Board and further recommended the Sustainability Action Plan be integrated into the City's Comprehensive Plan; and

WHEREAS, the City is embarking on an update to the Comprehensive Plan to include a "Climate Element" with resilience and greenhouse gas emissions mitigation sub-elements as required by an update to the Growth Management Act that was adopted by

the State Legislature in 2023; and

WHEREAS, the legislation anticipates robust public engagement, and guidance provided by the Washington State Department of Commerce recommends the establishment of a “Climate Policy Advisory Committee” of community volunteers and other stakeholders to help shape the new Climate Element; and

WHEREAS, the City of Spokane seeks to bring people together to identify the co-benefits of sustainable actions and to move our community towards resilience in the face of climate change; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 04.36 entitled “Sustainability Action Committee” of Title 04 of the Spokane Municipal Code is repealed:

Section 2. There is enacted a new chapter 04.41 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.41	Climate Resilience and Sustainability Board
04.41.010	Purpose
04.41.020	Membership
04.41.030	Appointment and Term
04.41.040	Officers
04.41.050	Ancillary Powers
04.41.060	Duties and Responsibilities
04.41.070	Environmental Justice Considerations
04.41.080	Removal of Board Members

04.41.010 Purpose

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community’s sustainability and climate goals consistent with the City’s Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

04.41.020 Membership

A. The Climate Resilience and Sustainability Board shall consist of up to fifteen (15) voting members committed to achieving the goals of SMC Chapter 15.05 and implementing the policies and recommendations of the Sustainability Action Plan and the Climate Component of the Comprehensive Plan.

B. The Climate Resilience and Sustainability Board membership will consist of diverse and broad representation including but not limited to:

- 1) members of impacted communities facing disproportionate environmental and health disparities;
- 2) individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives;
- 3) business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and
- 4) students of secondary and postsecondary education institutions within the city of Spokane.

C. Climate Resilience and Sustainability Board members shall be at least sixteen years of age.

D. The City Council may appoint a city council member to serve as a liaison to the Board.

04.41.030 Appointment and Term

A. Term

1. Board members are nominated by the Mayor and appointed by the City Council.
2. The term of office shall be two years.
3. The terms of eight of the Board members shall expire in odd-numbered years.
4. The terms of seven of the Board members shall expire in even-numbered years.
5. Initial and subsequent Board members may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
6. No Board member shall serve more than four consecutive full terms.

B. Vacancy

1. Any vacancy may 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.

C. To achieve broad representation, city residency shall not be required to serve on the Climate Resilience and Sustainability Board; provided, however, a majority of the Board members shall consist of residents of the city, students of secondary or post-secondary institutions located within the city of Spokane, or business owners or non-profit employees located within the city limits of Spokane.

04.41.040 Officers

- A. The Climate Resilience and Sustainability Board shall select a Chair and Vice Chair of the Board from voting members appointed through the process outlined in SMC 04.41.030 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 Climate Resilience and Sustainability Board may appoint other officers as it deems necessary.

04.41.050 Ancillary Powers

The Climate Resilience and Sustainability Board 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 Board 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 staff, and delegate duties to such subordinate groups for the performance of its work.
- D. Access all relevant City of Spokane data and develop productive analytics and metrics;
- E. Host joint meetings with the City Council, Plan Commission, Transportation Commission and other relevant boards and commissions; and
- F. Host public events that encourage and support community engagement.

04.41.060 Duties and Responsibilities

The Climate Resilience and Sustainability Board shall provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law. Specifically, the Board shall have the following duties and responsibilities:

- A. Serve as the Climate Policy Advisory Team for the state-required Climate Element addition to the Comprehensive Plan, reviewing climate information gathered through engagement processes and providing recommendations on areas of focus and ensuring that climate goals and strategies are addressed in the housing, land use, transportation, public facilities, and other Comprehensive Plan elements;
- B. Consult with all City divisions and departments and relevant boards, committees, and commissions to recommend to the Mayor and Council funding opportunities and policy changes that advance resiliency, sustainability, and the policies that make up the Climate Element of the Comprehensive Plan;
- C. Identify opportunities for the City to collaborate with tribal, regional and statewide partners to advance the goals, principles, and strategies of the Sustainability Action Plan and Climate Element of the Comprehensive Plan;
- D. Provide recommendations and guidance for incorporating environmental and climate justice into City operations to limit the impacts of climate change in vulnerable and overburdened communities and reduce the cost-burden to low-income citizens as a result of implementing the Climate Element of the Comprehensive Plan;
- E. Consider research and best practices to make recommendations on climate and sustainability policies, programs, and projects as determined by the Board's annual work plan and upon request by City Council, City staff, and community members; and
- F. Establish an annual work plan in consultation with the appropriate City staff designated by the Mayor which shall be adopted by the City Council.

4.41.070 Environmental Justice Considerations

- A. In making and approving appointments to the Climate Resilience and Sustainability Board, the Mayor and City Council shall seek adequate representation from impacted community members and from historically underrepresented geographic areas or marginalized communities, including communities of color and areas of the city of Spokane that are subject to disproportionate environmental and health disparities.
- B. In performing its duties under SMC 4.41.070, the Climate Resilience and Sustainability Board shall consider the effect of its policy and recommendations on impacted community members and shall consider the effect on historically underrepresented geographic areas or marginalized communities, including low-income and communities of color and areas of the city of Spokane that have been subject to disproportionate environmental and health disparities.

4.41.080 Removal of Board Members

Climate Resilience and Sustainability Board 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 Board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

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

Section 4. 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:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/24/2024

Clerk's File #

ORD C36558

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0520 ORDINANCE REPEALING INACTIVE FUNDS (CODE CLEAN UP)

Agenda Wording

This ordinance amends certain funds with non-technical changes, and repeals certain municipal code sections related to inactive special revenue, debt service, capital projects and enterprise funds.

Summary (Background)

This ordinance repeals the following municipal code sections related to inactive special revenue, debt service, capital projects, and enterprise funds as detailed in the ordinance. This ordinance also amends certain funds with non-technical changes, also detailed within the ordinance.

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

N/A -- code cleanup

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

mmurray@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	Mayor's Office Finance and Administration
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	Ordinance Repealing Inactive Funds (Code Clean up)
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 amends the following funds with non-technical changes:</p> <ul style="list-style-type: none"> • Updates the name of City Street Fund to Street Maintenance Fund (SMC 07.08.100) • Updates the name of the Cable TV Equipment Reserve Fund to the Channel Five TV Equipment Reserve Fund; Removes language no longer relevant (SMC 07.08.119) • Removes reference to the Opioid Abatement Council in the Cannabis Special Revenue Fund (SMC 07.08.159) <p>This ordinance repeals the following municipal code sections related to inactive special revenue, debt service, capital projects, and enterprise funds:</p> <ul style="list-style-type: none"> • Alcohol Rehabilitation Fund (SMC 07.08.105) • Employment and Training Funds (SMC 07.08.111) • Riverpoint Property Acquisition Fund (SMC 07.08.118) • Housing Stabilization Program Fund (SMC 07.08.120) • CBD Tree Maintenance Fund (SMC 08.18.126) • Spokane Regional Emergency Communication System Fund (SMC 07.08.128) • UDAG Fund (SMC 07.08.142) • Workforce Investment Funds (SMC 07.08.144) • Facilities Bond Redemption and Construction Funds (SMC 07.08.200) • City Hall Debt Service Fund (SMC 07.08.201) • Intermodal Facility Fund (SMC 07.08.308) • Capital Improvements 1999 Fund (SMC 07.08.309) • Rate Stabilization Fund (SMC 07.08.410)
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 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?

N/A – Code Cleanup

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 – Code Cleanup

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

N/A – Code Cleanup. These funds are no longer active.

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 – Code Cleanup. These funds are no longer active.

ORDINANCE NO C36558

An ordinance repealing inactive funds; amending Sections 07.08.100, 07.08.119, and 07.08.159; repealing Sections 07.08.105, 07.08.111, 07.08.118, 07.08.120, 07.08.126, 07.08.128, 07.08.142, 07.08.144, 07.08.200, 07.08.308, 07.08.309, and 07.08.410 of the Spokane Municipal Code.

WHEREAS, the administration seeks to update the municipal code to remove previously codified funds that are no longer active; and

WHEREAS, the repeal and amendment of these inactive funds has no fiscal impact;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.100 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.100 ((City Street)) Street Maintenance Fund

There is created a fund to be known as the “((city street)) street maintenance fund” from which all expenditures shall be made for proper street purposes.

Section 2. That Section 07.08.105 of the Spokane Municipal Code is repealed.

Section 3. That Section 07.08.111 of the Spokane Municipal Code is repealed.

Section 4. That Section 07.08.118 of the Spokane Municipal Code is repealed.

Section 5. That Section 07.08.119 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.119 ((Cable TV)) Channel Five Equipment Reserve Fund

A. There is established a special revenue fund to be known as the “((cable TV)) channel five equipment reserve fund”. ((into which will be deposited those various grants from Cox Cable Communications Company (TCL Cablevision of Washington by transfer of franchise (Resolution 1996-142, December 23, 1996)) as specified in Attachment 1 to the cable television franchise Ordinance C29733, passed July 2, 1990.))

B. This fund will be used to purchase various items of equipment to be used for a number of City cable programs ((as indicated in said Ordinance C29733 Attachment 1)) including, but not limited to:

1. Terminal and portable governmental equipment.

2. Educational equipment.
3. Video arraignment equipment; and
4. Fixed and field government production equipment.

Section 6. That Section 07.08.120 of the Spokane Municipal Code is repealed.

Section 7. That Section 07.08.126 of the Spokane Municipal Code is repealed.

Section 8. That Section 07.08.128 of the Spokane Municipal Code is repealed.

Section 9. That Section 07.08.142 of the Spokane Municipal Code is repealed.

Section 10. That Section 07.08.144 of the Spokane Municipal Code is repealed

Section 11. That Section 07.08.159 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.159 Cannabis Special Revenue Fund

- A. Effective January 1, 2024, there is established a special revenue fund entitled the "Cannabis Special Revenue Fund" into which shall be paid all funds received by the City pursuant to RCW 69.50.540.
- B. As provided in the annual budget, the "Cannabis Special Revenue Fund" is appropriated as follows:
 - a. No less than \$500,000 shall be appropriated on an annual basis to the general fund for support of the Spokane Police Department; and
 - b. The balance of the Cannabis Special Revenue Fund shall be appropriated to provide for drug abuse prevention, education and general drug enforcement, ~~((to several City departments operating such programs, including but not limited to the Spokane Police Department, and the Opioid Abatement Council established under [chapter 04.39](#) of the Spokane Municipal Code))~~
- C. The city council may also provide for additional revenues to be paid into Cannabis Special Revenue Fund from time to time from any available funds of the City.

Section 12. That Section 07.08.200 of the Spokane Municipal Code is repealed.

Section 13. That Section 07.08.201 of the Spokane Municipal Code is repealed.

Section 14. That Section 07.08.308 of the Spokane Municipal Code is repealed.

Section 15. That Section 07.08.309 of the Spokane Municipal Code is repealed.

Section 16. That Section 07.08.410 of the Spokane Municipal Code is repealed.

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:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/24/2024

Clerk's File #

ORD C36559

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

ORDINANCE AMENDING SERS BOARD MEMBERSHIP

Agenda Wording

The Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees except police and fire department employees.

Summary (Background)

As part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance.

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	July 22nd, 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: 5 minutes
Agenda Item Name	Ordinance Amending SERS Board Membership
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees except police and fire department employees.</p> <p>The SERS Board membership is governed by SMC 04.14.040 and currently consists of seven members:</p> <ul style="list-style-type: none"> • 3 members are nominated by the Mayor and appointed by the City Council. Currently, a City Council member assumes one of these positions. • 3 members are City of Spokane employees eligible for the retirement system elected by City of Spokane employees eligible for the system. • 1 member is appointed by the other six board members. He or she may not be an employee or elected official in the city. <p>The SERS Board has the power to direct investments of the retirement fund, change the rates of contribution, and adopt mortality and service tables to determine retirement benefit calculations.</p> <p>As part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance. After conversations and with support of the SERS Board members representing employees, this ordinance adds the Mayor or designee to the SERS and an additional employee representative to take the Board composition to nine members. It also clarifies that one of the Council appointments is a City Council member.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p style="padding-left: 20px;">Current year cost: N/A</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no financial impact.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc?</p>	

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 ordinance impacts internal City operations only.

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?

Each year, the SERS Board produces a comprehensive year-end annual report that provides the fund's financial statement, actuarial data, and information related to investments. This report does not collect or provide demographic information. SERS annual reports may be found at spokanesers.org.

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

The addition of the Mayor or designee is intended to add additional expertise and Finance Division support to the SERS Board with the goal of improving overall retirement system health and performance. Data will be collected and reported through the SERS Annual report.

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?

City of Spokane Charter Section 24

Spokane Municipal Code 03.05

Spokane Municipal Code 04.14

ORDINANCE NO. C36559

An ordinance relating to the membership of the Spokane Employees' Retirement System Board; amending SMC section 4.14.040.

WHEREAS, Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees and elected officials except police and fire department employees; and

WHEREAS, SERS Board has the power to direct investments of the retirement fund, change the rates of contribution, and adopt mortality and service tables to determine retirement benefit calculations; and

WHEREAS, SERS Board membership is governed by SMC 04.14.040 and currently consists of seven members with equal employee and Council appointees and one member selected by the other six members; and

WHEREAS, as part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC section 4.14.040 is amended to read as follows:

4.14.040 Membership – Selection

A. The board consists of ~~((seven (7)))~~ nine (9) members.

1. Three (3) board members are appointed by the city council. One of the board member appointments is a council member.

2. ~~((Three (3)))~~ four (4) board members are elected from employees eligible for the retirement system by such eligible employees; ~~((and))~~

3. One (1) board member, the Mayor or the Mayor's designee.

~~((3))~~ 4. One (1) board member, who may not be an elected official or employee of the City, is appointed by the other ~~((six (6)))~~ eight (8) board members.

B. Terms.

1. The board members appointed by the city council serve at the pleasure of the city council.

2. The elected employee board members serve staggered ~~((three))~~ four-year terms commencing on the first Monday in July.

3. The Mayor or designee serves at the discretion of the Mayor during the Mayor's term of office.

~~((3))~~ 4. The ~~((seventh))~~ ninth board member serves a four-year term.

4. A vacancy is filled and a replacement is made in the same manner as original selections, except that a vacancy in one of the elected employee positions is filled by appointment by the other ~~((two))~~ three (or a minimum of two) elected employee board members, which appointment is until the next annual election.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date