

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 26, 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 26, 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: 248 334 53314; 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 23, 2024, and ending at 6:00 p.m. on Monday, August 26, 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 26, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No action, other than a statement of council members’ intent to address the matter in the future, points of order, or points of information will be taken by council members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week’s current agenda or the next week’s advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- J. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified,

appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council’s regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent’s presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to

Speak on behalf of the proponent's position.

- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
 - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 26, 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Transportation Commission: Four Appointments

Confirm

CPR 2024-0029

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

- | | | |
|---|---------|---------------|
| 1. Purchase of up to four used undercover vehicles for the Spokane Police Department—not to exceed \$100,000 (vehicle availability and trade-in value will determine final numbers of units). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Rick Giddings | Approve | OPR 2024-0673 |
| 2. Contract Amendment with outside counsel, Summit Law Group, who represents the City in the action Michael Bacon, et. al. v. City of Spokane, et. al.—increase of \$80,000. Total contract amount: \$285,000. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Michael Piccolo | Approve | OPR 2021-0722 |
| 3. Grant Agreement with the Department of Ecology for the Spokane Fire Department for hazardous material spill prevention, preparedness, and response equipment—\$140,000. (Relates to Special Budget | Approve | OPR 2024-0674 |

Ordinance C36561) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Tom Williams

- | | | |
|---|---------------------------|---|
| <p>4. Personal Service Agreements for general repairs and maintenance of medium and heavy-duty Spokane Fire Department trucks and equipment for 5 years from August 1, 2024, through July 31, 2029, with:</p> <p style="margin-left: 40px;">a. Gordon Truck Centers, Inc. dba Freightliner Northwest (Spokane)—not to exceed \$500,000 (\$100,000 annually) (plus tax, if applicable).</p> <p style="margin-left: 40px;">b. Kenworth Sales Company (Spokane)—not to exceed \$125,000 (\$25,000 annually) (plus tax, if applicable).</p> <p>(Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Tom Williams</p> | <p>Approve All</p> | <p>RFP 6037-24</p>
<p>OPR 2024-0675</p>
<p>OPR 2024-0676</p> |
| <p>5. Five-Year Contract with Eceptionist, Inc. (Austin, TX) for Online Reporting Tool, Referral Management Software in support of the City and County Supervision Departments/Criminal Justice Services from August 1, 2024, through July 31, 2029—not to exceed \$524,500 (plus tax, if applicable). First year cost is \$144,500. (Relates to Consent Agenda Item No. 6) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Laz Martinez</p> | <p>Approve</p> | <p>OPR 2024-0677
RFP 5924-23</p> |
| <p>6. Five-year Interlocal Agreement with Spokane County regarding cost sharing for and usage of an online referral tool through Eceptionist, Inc. (Austin, TX) in support of the City and County Supervision Departments/Criminal Justice Services. (The City will contract directly with Eceptionist, Inc. and the County will reimburse the City 50% of the annual costs.) (Relates to Consent Agenda Item No. 5) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)</p> <p>Laz Martinez</p> | <p>Approve</p> | <p>OPR 2024-0678
RFP 5924-23</p> |
| <p>7. Multiple Family Housing Property Tax Exemption Conditional Agreement with NARP, LLC, for the future construction of approximately 213 units at Parcel Numbers 35174.0612, 35174.0614, 35174.0615, and 35174.0613, commonly known as 915 East Martin Luther King Jr. Way. The Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County</p> | <p>Approve</p> | <p>OPR 2024-0679</p> |

Assessor's Office post construction. (Council Sponsors: Council Members Zappone, and Klitzke)

Terri Stripes

- 8. Interagency Agreement with the Washington Traffic Safety Commission for dedicated Spokane Police Department DUI enforcement from September 1, 2024, through June 30, 2025—\$192,671. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
David Singley
Approve OPR 2024-0680
- 9. Consent to amend grant contract WQC-2023-Spokane-00120 to increase the total eligible grant project costs by an additional \$42,156 of 100% reimbursable funds from the Washington State Technology Assessment Protocol - Ecology (TAPE) project. (Relates to Consent Agenda Item No. 10) (Council Sponsors: Council Members Zappone and Klitzke)
Trey George
Approve OPR 2023-1259
- 10. Contract Amendment with NB Engineering dba Evergreen StormH2O for Non-Vegetated Bioretention TAPE Study Project—additional \$42,166 (100% reimbursable from WQC-2023-Spokane-00120 grant). (Relates to Consent Agenda Item No. 9) (Council Sponsors: Council Members Zappone and Klitzke)
Trey George
Approve OPR 2023-1125
- 11. 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). (Deferred from August 19, 2024, Agenda, during the August 12, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
David Steele
Approve OPR 2024-0633
PW ITB 6142-24
- 12. Report of the Mayor of pending:
Approve & Authorize Payments
a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
CPR 2024-0002
b. Payroll claims of previously approved obligations through _____, 2024: \$_____.
CPR 2024-0003

- 13. a. City Council Meeting Minutes: _____, Approve CPR 2024-0013
2024. All
- b. City Council Standing Committee Meeting
Minutes _____, 2024.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

- ORD C36561** **Fire Grants Misc Fund**
- 1) Increase revenue by \$140,000.
 - A) Of the increased revenue, \$140,000 is provided by the Washington Department of Ecology through the Spill Prevention, Preparedness, and Response Equipment Grant program.
 - 2) Increase appropriation by \$140,000.
 - A) Of the increased appropriation, \$110,000 is to be provided solely for equipment.
 - B) Of the increased appropriation, \$30,000 is to be provided solely for registration/schooling.

(This action arises from the need to accept grant funding from Dept. of Ecology for hazmat response equipment and training.) (Relates to Consent Agenda No. 3) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Tom Williams

- ORD C36562** **Miscellaneous Community Development Grants Fund**
- 1) Increase revenue by \$1,000,000.
 - A) Of the increased revenue, \$1,000,000 is provided solely for grant revenue from the Washington State Health Care Authority (HCA).
 - 2) Increase appropriation by \$1,000,000.
 - A) Of the increased appropriation, \$900,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$100,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies, and equipment.

(This action arises from the award and acceptance of the Washington State HCA Street Medicine grant funds.) (Relates to Resolution 2024-0079) (Council Sponsors: Council Members Zappone and Klitzke)

Arielle Anderson

ORD C36563

Human Services Grants Fund

1) Increase revenue by \$1,671,523.

A) Of the increased revenue, \$1,671,523 is provided solely for grant revenue from the Washington State Department of Commerce (DOC) as part of the Right of Way (ROW) initiative.

2) Increase appropriation by \$1,671,523.

A) Of the increased appropriation, \$1,509,871 is provided solely for contractual services.

B) Of the increased appropriation, \$161,652 is provided solely for the City's administrative costs, including salaries, benefits, supplies, and equipment.

and

Miscellaneous Community Development Grants Fund

1) Increase revenue by \$200,000.

A) Of the increased revenue, \$200,000 is provided solely for grant revenue from the Washington State Department of Commerce (DOC) as part of the Right of Way (ROW) initiative.

2) Increase appropriation by \$200,000.

A) Of the increased appropriation, \$200,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies, services, and equipment.

(This action arises from the contract amendment that awards additional grant funding for the DOC ROW initiative.) (Council Sponsors: Council Members Zappone and Klitzke)

Arielle Anderson

ORD C36564

General Fund

1) Increase appropriation by \$36,600.

A) Of the increased appropriation, \$36,600 is provided solely for contractual services in the Mayor's Office department.

(This action arises from the need to obtain WUI evacuation modeling data.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Sarah Nuss

ORD C36565

Miscellaneous Grants Fund

1) Increase revenue by \$712,800.

A) Of the increased revenue, \$282,500 is provided by the Administrative Office of the Courts for the Community Court in the Municipal Court department.

B) Of the increased revenue, \$251,550 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Treatment Court in the Municipal Court department.

C) Of the increased revenue, \$86,000 is provided by the Administrative Office of the Courts for the Drug Court in the Municipal Court department.

D) Of the increased revenue, \$76,350 is provided by the Administrative Office of the Courts for the DUI Court in the Municipal Court department.

E) Of the increased revenue, \$16,400 is provided by the Administrative Office of the Courts for the Veterans Treatment Court in the Municipal Court department.

2) Increase appropriation by \$712,800.

A) Of the increased appropriation, \$621,950 is provided solely for base wages and benefits.

B) Of the increased appropriation, \$5,400 is provided solely for minor equipment.

C) Of the increased appropriation, \$47,950 is provided solely for travel.

D) Of the increased appropriation, \$37,500 is provided solely for professional services.

(This action arises from the need to accept the Administrative Office of the Courts therapeutic court grants.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Sarah Thompson

ORD C36566

General Fund

1) Remove one classified Community Justice Counselor (from 21 to 20) from the Community Justice Services department.

2) Remove two classified Community Justice Specialist (from 7 to 5) from the Community Justice Services department.

3) Decrease appropriation by \$66,700.

A) Of the decreased appropriation, \$43,600 is removed from base wages.

B) Of the decreased appropriation, \$23,100 is removed from employee benefits.

4) Add one classified Community Justice Counselor (from 0 to 1) in the Municipal Court department.

5) Add three classified Community Justice Specialists (from 0 to 3) in the Municipal Court department.

6) Add one classified Accounting Clerk (from 0 to 1) in the Municipal Court department.

7) Increase appropriation by \$103,700.

A) Of the increased appropriation, \$67,100 is provided solely for base wages.

B) Of the increased appropriation, \$36,600 is provided solely for employee benefits.

(This action arises from staffing changes within the court system.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Sarah Thompson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0078
OPR 2024-0681 Declaring Gordon Truck Center dba Freightliner Northwest (Spokane) a sole-source provider and authorizing the City to enter into a five-year Value Blanket Order for the purchase of Detroit Diesel Engine Parts/Components on an as needed basis—approximately \$100,000 annually without public bidding. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Tom Williams
- RES 2024-0079 Declaring Community Health Association of Spokane (CHAS) the sole source provider for provision of street medicine programs in Spokane, to be funded with a grant from the Washington Health Care Authority. (Relates to Special Budget Ordinance C36562) (Council Sponsors: Council Members Zappone and Klitzke)
Arielle Anderson
- RES 2024-0080 In support of the City of Spokane’s 2024 Fair Housing Plan and affirmatively furthering fair housing. (Council Sponsors: Council Members Zappone and Klitzke)
Kimberly Babb
- RES 2024-0081 Setting forth the City Council’s approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, and from the 1590 Sales and Uses Tax Revenue allocation, and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action—\$9,067,404. (Council Sponsors: Council Members Zappone and Klitzke)
Heather Page
- ORD C36120 Vacating the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street. (First Reading held October 25, 2021) (Deferred from August 12, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)
Eldon Brown
- ORD C36549 Relating to the human rights and basic dignity of individuals experiencing homelessness; amending sections 9.02.050, 18.01.010, 18.01.020, and 18.01.030 of the Spokane Municipal Code; and enacting a new Section 18.05.040 of the Spokane Municipal Code. (Ordinance and associated proposed amendments deferred from August 12, 2024, Agenda) (Council Sponsors: Council Members Navarrete and Klitzke)
Andres Grageda

Navarrete Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36549 with an updated amended version filed August 8, 2024, and included in agenda packet under Final Reading Ordinance C36549.

Cathcart Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36549 with an updated amended version filed August 8, 2024, and included in agenda packet under Final Reading Ordinance C36549.

Dillon/Navarrete Proposed Amendment:

- Request motion to amend previous version of Final Reading Ordinance C36549 with an updated amended version filed August 8, 2024, and included in agenda packet under Final Reading Ordinance C36549.

FIRST READING ORDINANCES

ORD C36567

Renaming the Office of Police Ombudsman and the Office of Police Ombudsman Commission, and amending Sections 04.32.010 through 04.32.040, Sections 04.32.060 through 04.32.110, Section 04.32.130, and Sections 04.32.150 through 04.32.160 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Bart Logue

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 26, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The August 26, 2024, Regular Legislative Session of the City Council will be held and is adjourned to September 9, 2024.

Note: There is no City Council meeting on Monday, September 2, 2024, due to the recognized observance of the Labor Day holiday.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF KARL OTTERSTROM TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Karl Otterstrom as an at-large transportation expert to the Transportation Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: [Select Funding Source*](#)

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the requirements of SMC 04.40.030

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

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

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

APPOINTMENT OF RHONDA YOUNG TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

\$

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	JONES, GARRETT		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Rhonda Young as an at-large transportation expert to the Transportation Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: [Select Funding Source*](#)

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the requirements of SMC 04.40.030

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

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

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

APPOINTMENT OF MIKE BJORDAHL TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Mike Bjordahl as an at-large transportation expert to the Transportation Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: [Select Funding Source*](#)

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the requirements of SMC 04.40.030

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

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

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

APPOINTMENT OF RAYCHEL CALLARY TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with of The Americans with Disability Act for a term of August 26, 2024 - August 26, 2027.

Summary (Background)

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with of The Americans with Disability Act for a term of August 26, 2024 - August 26, 2027.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

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

7/23/2024

Clerk's File #

OPR 2024-0673

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Requisition #

RE 205500

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

SPD PURCHASE OF USED SIU VEHICLES

Agenda Wording

Fleet Services would like to purchase up to 4 used undercover vehicles for SPD. Vehicle availability and trade in value will determine final number of units. Total cost for all units including tax is not to exceed \$100,000.

Summary (Background)

Fleet Services would like to purchase up to 4 used undercover vehicles for SPD. Vehicle availability and trade in value will determine final number of units. Total cost for all units including tax is not to exceed \$100,000. An SBO to fund the purchases was approved on July 8: C36540.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$ 100,000.00

Subsequent Year(s) Cost \$

Narrative

Vehicles will be appraised and evaluated by Fleet Services to ensure purchase cost and trade in values reflect fair market values.

Amount**Budget Account**

Expense \$ 100,000.00

1560-17200-94000-56404-68074

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

STRATTON, JESSICA

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rgiddings@spokanecity.org

tprince@spokanecity.org

atrussell@spokanecity.org

dhayes@spokanepolice.org

dhayes@spokanepolice.org

fleetservicesaccounting@spokanecity.org

Council Briefing Paper Public Safety & Community Health Committee

Committee Date	8/12/2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.com 509-625-7706
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SPD Purchase of Used SIU Vehicles
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	Fleet Services would like to purchase up to 4 used undercover vehicles for SPD. Vehicle availability and trade in value will determine final number of units. Total cost for all units including tax is not to exceed \$100,000. An SBO to fund the purchases was approved on July 8.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost:\$100,000 Current year cost: \$100,000 Subsequent year(s) cost: 0</p> <p>Narrative: <u>Vehicles will appraised and evaluated by Fleet Services to ensure purchase cost and trade in values reflect fair market values.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? No</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None Identified. • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Fleet will collect lifecycle cost information for comparison with other units. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd

7/31/2024

Clerk's File #

OPR 2021-0722

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

MICHAEL 6237

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Summit Law Group, Seattle, WA re Bacon, et al. v. City of Spokane, et al. This amendment will increase the contract by \$80,000 for a total contract amount of \$285,000.00.

Summary (Background)

This action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$ 80,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 80,000.00

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety Committee Meeting

Submitting Department	Legal
Contact Name & Phone	Mike Piccolo
Contact Email	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>Council Members Dillon, Cathcart and Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0500 Outside Counsel Contract Amendment
Summary (Background)	<p>The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate.</p> <p>The City's motion to dismiss was granted by the trial court (US District Court Judge Rice). Plaintiffs appealed to the Ninth Circuit, which reversed the dismissal of only Plaintiffs' free exercise claim but remanded the case to the trial court. The City is presently seeking review of the Ninth Circuit reversal and remand.</p> <p>This amendment will increase the contract by \$80,000 for a total contract amount of \$285,000.00.</p>
Proposed Council Action & Date:	Committee review on August 12, 2024 with Council Approval on August 26, 2024
Fiscal Impact: Total Cost: <u>\$80,000.00</u>	
Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: City Risk Fund	
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
Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th 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 Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, Firm's Fee Schedule has been amended and 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 October 29, 2021 and November 8, 2021, 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.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, in accordance with the Amended Fee Schedule attached hereto, and for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00)**.

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

Attachments:
Amended Fee Schedule

AMENDED FEE SCHEDULE

HOURLY RATES

Beth Kennar	\$410.00 per hour
J. Chad Mitchell	\$420.00 per hour
Selby Brown	\$400.00 per hour
Partner	\$_____ per hour
Attorney	\$_____ per hour
Paralegal	\$_____ per hour

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
 - Computerized Legal Research
 - Court Reporter Appearance Fees
 - Deposition (Transcription and/or Video) Fees
 - Fees for Retrieval of Records
 - Mediation or Arbitration Fees
 - Court Costs and Filing Fees
 - Payments to Outside Investigators
 - Expert Witnesses and/or Expert Consultants
 - Court Transcripts
 - Demonstrative Aids
 - Witness Fees
 - Mileage (See General Conditions)
 - All Other Items for which the Firm may advance or incur costs for the City's benefit



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 2024-0674

Cross Ref # ORD C36561

Project #

Council Meeting Date: 08/26/2024

Submitting Dept	FIRE	Bid #	
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Contact Name/Phone	TOM WILLIAMS (509)435-7002	Requisition #	
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Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
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Agenda Item Name	1970- DEPT. OF ECOLOGY HAZMAT GRANT		
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Agenda Wording

Acceptance of Department of Ecology hazmat equipment grant for the Spokane Fire Department.

Summary (Background)

Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling \$140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. Grant period of performance ending June 30, 2025.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 140,000

Current Year Cost \$ 140,000

Subsequent Year(s) Cost \$ N/A

Narrative

Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of Spokane Fire members. There is no required grant match of City funds.

Amount

Budget Account

Revenue	\$ 140,000	# 1440-93548-99999-33431
Expense	\$ 140,000	# 1440-93548-various
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	NEIWERT, DARIN D.
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	BEATTIE, LAUREN
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Julie O'Berg joberg@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
Mike Forbes mforbes@spokanecity.org	Rob Mathews rcmathews@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire/EMS
Contact Name	Assistant Fire Chief Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance - Dept. of Ecology hazmat grant
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary	Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling \$140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. There is no required grant match of City funds.
What is the specific purpose or need for the budget adjustment?	
What changes or developments have triggered this request?	Grant period of performance ending June 30, 2025. Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of SFD members.
Fiscal Impact	
Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Total Cost: <u>\$140,000</u>	
Current year cost: \$140,000	
Subsequent year(s) cost:	
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?	It is a July 1, 2024 thru June 30, 2025 grant
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Net impact is zero. • What operational changes will occur because of this adjustment? Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of SFD members. 	

- What are the potential risks or consequences of not approving the budget adjustment?
Leaving grant money 'on the table' and not receiving the operational benefits of increased equipment and training.
- 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?
It follows grant SMC and indirectly allows for service levels to be maintained, if not slightly improved.

What current racial and other inequities might this special budget ordinance address?

It supports any resident that may benefit from hazmat cleanup.



Agreement No. SPPREG-2325-Spokane-00015

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Spokane city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	\$140,000.00
Total Eligible Cost:	\$140,000.00
Ecology Share:	\$140,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Equipment Cache Grant

Project Short Description:

Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents.

Project Long Description:

The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
 UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
 Spokane, WA 99201

Organization Email: mpapich@spokanecity.org
 Organization Fax: (509) 343-5760

Contacts

<p>Project Manager</p>	<p>Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000</p>
<p>Billing Contact</p>	<p>Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310</p>
<p>Authorized Signatory</p>	<p>Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310</p>

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Spills
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Spills
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632</p>
<p>Financial Manager</p>	<p>Savanna Perez</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: sape461@ecy.wa.gov Phone: (360) 485-5921</p>
<p>Technical Advisor</p>	<p>David Byers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899</p>

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$100,000.00

Task Title: New Response Equipment and Resources

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible Air Monitoring, Chemical Detection, Containment, Cache Trailer, Decontamination, Foam, PPE, Vehicle, and Vessel equipment	
2.2	Schedule equipment inspection with Ecology	

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$30,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:

A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project in accordance with COVID-19 guidance from Washington State Department of Labor & Industries, Department of Health and the Governor's office.

B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:

Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	Complete approved eligible training	
3.2	Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials	

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$10,000.00

Task Title: Maintenance and Enhancement of Existing Response E

Task Description:

The RECIPIENT will carry out the repairs, maintenance, and enhancements necessary to maximize the benefits from existing response equipment, tools, and supplies as described in the project.

Task Goal Statement:

Build response capacity through the enhancement, repair, or maintenance of existing response equipment.

Task Expected Outcome:

1. Timely and complete implementation of the task.
2. Maximize the benefits of existing equipment through enhancements, maintenance, and repairs.
3. Sustain and increase local oil spill and hazardous materials incident response and firefighting capacity.
4. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

Maintenance and Enhancement of Existing Response E

Deliverables

Number	Description	Due Date
4.1	Complete equipment maintenance, repair, or enhancement	
4.2	Schedule equipment inspection with Ecology	

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

BUDGET

Funding Distribution EG240763

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigation Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Safeguarding Communities: A Hazmat Mitigation Gran	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 100,000.00
Spill Response and Hazardous Materials Training	\$ 30,000.00
Maintenance and Enhancement of Existing Response E	\$ 10,000.00

Total: \$ 140,000.00

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	\$ 0.00	\$ 140,000.00	\$ 140,000.00
Total		\$ 0.00	\$ 140,000.00	\$ 140,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

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

7/31/2024

Clerk's File #

OPR 2024-0675

Cross Ref #

OPR 2024-0676

Project #**Council Meeting Date:** 08/26/2024**Submitting Dept**

FIRE

Bid #

RFP 6037-24

Contact Name/Phone

TOM WILLIAMS (509)435-7002

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/

Agenda Wording

Approval requested for a 5-year contract for parts and service with Gordon Truck Centers, Inc. for specialty repairs.

Summary (Background)

Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. The maximum annual expenditure with Gordon Truck Centers will not exceed \$100,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 105,000

Subsequent Year(s) Cost \$ 100,000 per year

Narrative

Purchases will be made on an as-needed basis to maintain and repair SFD's vehicle fleet.

Amount**Budget Account**

Expense \$ 100,000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Patrick Gendreau	David Stockdill dstockdill@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	General repair of medium and heavy-duty SFD trucks
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>Fire Maintenance purchases repair and maintenance parts for all vehicles within the SFD fleet. Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services at the SFD maintenance facility. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise.</p> <p>For maximum flexibility and minimal out of service time, SFD is requesting approval of a 5-year contract for Parts and Service, with both Gordon Truck Centers Inc./Freightliner Northwest and Kenworth Sales Company. The maximum annual expenditure with Gordon Truck Centers/Freightliner Northwest will be limited to \$100,000 and the maximum annual expenditure with Kenworth will be limited to \$25,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$600,000 Current year cost: \$125,000 Subsequent year(s) cost: \$125,000(per year)</p> <p>Narrative: Purchases will be made on an as-needed basis to maintain and repair SFD's vehicle fleet.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? N/A – this request for approval is for equipment purchase.</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?</p>	

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



CITY OF SPOKANE
FIRE DEPARTMENT

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE
OF MEDIUM/HEAVY DUTY SPOKANE FIRE
DEPARTMENT TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **GORDON TRUCK CENTERS, INC., dba FREIGHTLINER NORTHWEST**, whose address is 10310 West Westbow Blvd., Spokane, Washington 99224 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Spokane Fire Department Trucks and Equipment, in accordance with RFP 6037-24, and Company’s Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2024, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **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. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) 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.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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 Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**GORDON TRUCK CENTERS, INC., dba
FREIGHTLINER NORTHWEST,**

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Company’s Response to RFP

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

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

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



PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	CONTACT NAME Rainey Lindholm PHONE (A/C, No, Ext) 800 499-0933 FAX (A/C, No) 866 577-1326 E-MAIL ADDRESS rainey.lindholm@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A Travelers Indemnity Company of America NAIC # 25666 INSURER B Travelers Property Casualty CoofAmerica 25674 INSURER C Travelers Casualty & Surety Company 19038 INSURER D INSURER E INSURER F	
INSURED Gordon Truck Centers Inc. dba Freightliner Northwest 277 Stewart Road SW Pacific, WA 98047-2155		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AD2R3166222314	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV NJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AD2R3166222314	09/01/2023	09/01/2024	COMB NED S NGLE L MIT (Ea accident) \$1,000,000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP2R5260722314 following form	09/01/2023	09/01/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N/A	UB0S590767 All States WA Stop Gap Incl	03/13/2023	03/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$1,000,000 E L. DISEASE - EA EMPLOYEE \$1,000,000 E L. DISEASE - POLICY LIMIT \$1,000,000
A	Garagekeepers Primary Basis			AD2R3166222314	09/01/2023	09/01/2024	See Limit Below See Ded Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Garagekeepers Coverage Limits per Location: Vehicles Held for Service /Repair
Deductibles per Auto \$10,000 Comp - Max per Loss \$50,000 - \$1,000 Coll
 277 Stewart Rd SW Pacific WA - Limit \$8,000,000
 221 Stewart Rd SW Pacific WA - Limit \$1,080,000
 524 Jacks Ln Mount Vernon WA - Limit \$2,500,000
 (See Attached Descriptions)

CERTIFICATE HOLDER 	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 
--	--

DESCRIPTIONS (Continued from Page 1)

1070 Stewart Re SW Pacific WA - Limit \$840,000
13232 Case Rd SW Olympia, WA Limit \$2,500,000
10310 W Westbow Blvd Spokane Limit \$8,000,000
10220 W Westbow Blvd Spokane Limit \$ 360,000
1910 Rudkin Rd Yakima, WA Limit \$300,000
60596 Cristad Dr LaGrande, WA Limit \$150,000
29265 Freedom Land, Hermiston OR Limit \$150,000
600 S 56th Place Ridgefield WA Limit \$1,500,000
2343 Biddle Rd Medford OR Limit \$2,500,000
1214 N. Franklin Blvd Nampa ID Limit \$150,000
151 Stewart Road Pacific WA Limit \$600,000
3299 Lathrop St., Fairbanks AK Limit \$1,000,000
222 W 92nd Ave ., Anchorage, AK Limit \$2,500,000
4991 Caterpillar Road., Redding, CA Limit \$1,500,000

Evidence of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: **SEE CA T8 04**

Address:

PROVISIONS

- 1. The following is added to Paragraph D.2., Who Is An Insured, of SECTION I – COVERED AUTOS COVERAGES:**

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs D.2.a. or b. of SECTION I – COVERED AUTOS COVERAGES.

- 2. The following is added to Paragraph B., General Conditions, of the SECTION IV – CONDITIONS: Notice of Cancellation to Additional Insured**

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR COVERED AUTOS
COVERAGES – PRIMARY AND NON-CONTRIBUTORY
WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

As per written contract

PROVISIONS

- 1. The following is added to Paragraph c. in D.2., **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph 5., **Other Insurance**, in B., **General Conditions**, of **SECTION IV –CONDITIONS**, but only for Covered Autos Liability Coverage:

Regardless of the provisions of paragraphs a. and f. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE CA T8 05

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSUREDS

Designated Persons or Organizations: **SEE CA T8 07 09 21**

PROVISIONS

- 1. The following is added to Paragraph D., Who Is An Insured, of SECTION II – GENERAL LIABILITY COVERAGES:**

Any person or organization designated in the Schedule Of Additional Insureds is an "insured", but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertis-

ing injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a.** In the performance of your ongoing "auto dealer operations"; or
- b.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): As per written contract</p>
--

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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< Business Lookup

License Information:

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

Entity name: GORDON TRUCK CENTERS, INC.

Business name: FREIGHTLINER NORTHWEST

Entity type: Profit Corporation

UBI #: 600-633-770

Business ID: 001

Location ID: 0006

Location: Active

Location address: 10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

Mailing address: 277 STEWART RD SW
PACIFIC WA 98047-2155



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
Miscellaneous Vehicle Dealer	06025		View Plates	Active	Jul-31-2024	Aug-19-2015
Motor Vehicle Dealer Subagency	00579		View Plates	Active	Jul-31-2024	Aug-19-2015
Spokane General Business - Non-Resident				Active	Jul-31-2024	Apr-28-2015

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

Governing people	Title
GORDON, LARRY J	
GORDON, SCOTT A	
GORDON, VIRGINIA A	

Registered Trade Names



Registered trade names	Status	First issued
FREEDOM TRUCK CENTERS	Active	Apr-17-2015
FREIGHTLINER NORTHWEST	Active	Nov-18-2016
GORDON TRUCK PARTS	Active	Feb-03-2023
PACIFIC TRUCK CENTERS	Active	Sep-22-2015
SELECTRUCKS OF SEATTLE	Active	Jan-26-2022
VALLEY FREIGHTLINER	Active	Sep-13-2016
WESTERN STAR NORTHWEST	Active	Dec-20-2016

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/4/2024 2:05:00 PM



Contact us

How are we doing?

Take our survey!

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Bid Response Summary

Bid Number RFP 6037-24
Bid Title General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment (Re-Bid)
Due Date Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Gordon Truck Centers, Inc.
Submitted By Jonathan Callis - Monday, January 8, 2024 12:40:18 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jonathan.callis@freightlinernw.com 360-815-0044

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 10.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 9 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Pat Gendreau 253-863-7393 patrick.gendreau@gordontruckcenters.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Pat Gendreau 253-863-7393 patrick.gendreau@gordontruckcenters.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	Cover Letter - City of Spokane.pdf

2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.	City of Spokane bid Technical Proposal.docx
3	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	City of Spokane bid Management Proposal.docx
4	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	RFP #6037-24 Attachment A - General Repair Cost Proposal (3).pdf

5		Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	LIST OF CERTIFICATIONS	Upload List of Certifications here	Freightliner NW Spokane certifications.docx
	LINE CARD	Upload Line Card here	FTLNW - Spokane LINE SHEET.doc
6		Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
7		Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
8		Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



Letter of Submittal

1. Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047
(253) 863-7393
2. Gordon Truck Centers is incorporated.
3. dba Freightliner Northwest, 10310 W. Westbow BLVD, Spokane, WA 99224. (509) 744-0390
4. There are no past city employees currently employed at Freightliner Northwest
5. The management of Gordon Truck Centers agree to follow the terms and conditions in the Request for Proposal.

Patrick Gendreau COO

A handwritten signature in black ink, appearing to be "P. Gendreau", written over a horizontal line.

Date

4/8/24



9.4 Management Proposal

**Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047
(253) 863-7393 dba Freightliner Northwest, 10310 W. Westbow
BLVD, Spokane, WA 99224. (509) 744-0390**

Staff Qualifications –

Freightliner NW Spokane

1. Regional Director - (based in Spokane) 42 years industry experience.
2. Service Manager – 13 years industry experience
3. Parts Manager – 9 years industry experience
4. Shop Managers – 15 years average industry experience
5. Technicians – 2 - 30 years industry experience
6. Parts Counter – 2 – 25 years industry experience

Company Qualifications –

Freightliner NW Spokane

1. FTLNW has maintained Elite Dealer certification through Daimler Trucks North America continuously since the onset of the program 13 years ago. We have been given national recognition for our Express Repair process as the top CI event in the country. There are 243 criteria that are evaluated annually to maintain our certification including our processes, facility cleanliness, product knowledge, customer experience and repair performance.
2. See 9.3 Technical proposal for specific staff certifications and training.
3. Comments from our survey site through DTNA.

Everyone I work with at Freightliner is extremely helpful, and I believe they try to get my equipment fixed as fast as possible.

Misty, Tim, and Ryan are great in the service department, and OJ does an amazing job getting my parts delivered in a reasonable time.



9.3 Technical Proposal

**Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047
(253) 863-7393 dba Freightliner Northwest, 10310 W. Westbow
BLVD, Spokane, WA 99224. (509) 744-0390**

- 1. We will determine the cause of failure on the vehicle and repairs will be performed following the established OEM troubleshooting guidelines. In the event of a repair for PM service the tech will follow the published worksheet provided by the City of Spokane.**
- 2. Freightliner Northwest is an Elite certified dealer through Daimler Trucks North America and as such follows the repair processes outlined for Freightliner and Western Star vehicles along with Detroit engines, axles, and transmissions. Each technician is required to maintain certification through DTNA to ensure they are equipped to properly repair the vehicle. In addition, several of the technicians are also OEM or vendor certified on Eaton, Allison, Cummins, CAT, Meritor and Wabco products.**
- 3. Pick up and delivery of vehicles that are capable of driving will be coordinated and scheduled through the Spokane service department. We do employ a full-time CDL driver to facilitate truck movements.**

EXHIBIT A

COST PROPOSAL WORKSHEETS

428665 2018 KENWORTH T800 TRUCK, DUMP TANDEM AXLE					
1NKDL70X1JR215476					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	291.73	1	149.25	440.98
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums— All Axles	1628.49	7.5	1119.37	2747.86
5	Perform Alignment on all axles	0	3.2	477.6	477.6
6	Change Automatic Transmission Fluid	349.65	2.6	388.05	737.70
7	Steer Axle Kingpin and Bushing Replacement	1345.60	12	2388.00	3733.60
8	Attached PMA Form	564.23	5.1	761.18	1325.4
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

EXHIBIT A-1

COST PROPOSAL WORKSHEETS

428905 2020 PETERBILT 520 TRUCK, LABRIE SIDE LOAD					
3BPDLH0X1LF108184					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	238.50	1.0	149.25	387.75
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums— All Axles	928.46	7.5	1119.37	2047.83
5	Perform Alignment on all axles	0	3.2	477.60	477.6
6	Change Automatic Transmission Fluid	349.65	2.6	388.05	737.70
7	Steer Axle Kingpin and Bushing Replacement	1345.60	12	2388	3733.60
8	Attached PMA Form	564.23	5.1	761.18	1325.40
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

EXHIBIT A-2

COST PROPOSAL WORKSHEETS

428517 2017 FREIGHTLINER MT45 TV VAN					
4UZAAPDU7HCHX7209					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	114.42	1	149.25	263.67
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums— All Axles	331.44	5	746.24	1077.68
5	Perform Alignment on all axles	0	2.5	377.13	377.13
6	Change Automatic Transmission Fluid	189.65	2.6	388.05	577.7
7	Steer Axle Kingpin and Bushing Replacement	983.00	10	1999.00	2982.00
8	Attached PMA Form	341.90	4.5	671.62	1013.52
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

FREIGHTLINER NORTHWEST

Freightliner Northwest – Spokane Certifications.



SERVICES

- | | |
|--|--|
| Elite Support Certified | Hunter Laser Alignments |
| Express Assessment with 4 Dedicated Pull Through Bays | Onsite Service Repairs |
| Freightliner Expert Certified Truck Center | HVAC Repairs |
| CNG Certified Technicians | Body Repairs |
| CAT, Cummins, Detroit, & Mercedes Engines | Truck And Body Modifications |
| Dyno | 27 Bay Shop Equipped With Overhead Cranes & State Of The Art Diagnostics |
| Allison Maintenance Center Model 1000 - 4500 | Lift Axle Installations |
| Meritor, Eaton & Detroit Axles, Brakes & Transmissions | Steam Cleaning Bay |
| | Freightliner RV Chassis |



NORTHWEST

**IS YOUR AUTHORIZED WARRANTY
REPAIR FACILITY FOR.....**



MERITOR



10310 W. Westbow Blvd, Spokane, WA 99224

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

7/31/2024

Clerk's File #

OPR 2024-0676

Cross Ref #

OPR 2024-0675

Project #**Council Meeting Date:** 08/26/2024**Submitting Dept**

FIRE

Bid #

RFP 6037-24

Contact Name/Phone

TOM WILLIAMS (509)435-7002

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/

Agenda Wording

Approval requested for a 5-year contract for parts and service with Kenworth Sales Company for specialty repairs.

Summary (Background)

Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. The maximum annual expenditure with Kenworth Sales Company will not exceed \$25,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 125,000

Current Year Cost \$ 25,000

Subsequent Year(s) Cost \$ 25,000 per year

Narrative

Purchases will be made on an as-needed basis to maintain and repair Spokane Fire's vehicle fleet.

Amount**Budget Account**

Expense \$ 25,000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Carl Webster cwebster@kwsco.com (signer)	David Stockdill dstockdill@spokanecity.org
Kevin Schmitt kschnitt@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	General repair of medium and heavy-duty SFD trucks
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>Fire Maintenance purchases repair and maintenance parts for all vehicles within the SFD fleet. Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services at the SFD maintenance facility. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise.</p> <p>For maximum flexibility and minimal out of service time, SFD is requesting approval of a 5-year contract for Parts and Service, with both Gordon Truck Centers Inc./Freightliner Northwest and Kenworth Sales Company. The maximum annual expenditure with Gordon Truck Centers/Freightliner Northwest will be limited to \$100,000 and the maximum annual expenditure with Kenworth will be limited to \$25,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$600,000 Current year cost: \$125,000 Subsequent year(s) cost: \$125,000(per year)</p> <p>Narrative: Purchases will be made on an as-needed basis to maintain and repair SFD’s vehicle fleet.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this request for approval is for equipment purchase.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



CITY OF SPOKANE
FIRE DEPARTMENT

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE
OF MEDIUM/HEAVY DUTY SPOKANE FIRE
DEPARTMENT TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **KENWORTH SALES COMPANY**, whose address is 6420 East Broadway Avenue, Spokane, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Spokane Fire Department Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2024, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **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. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) 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.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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 Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KENWORTH SALES COMPANY

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Company’s Response to RFP

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B



< **Business Lookup**

License Information:

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

Entity name: KENWORTH SALES COMPANY

Business name: KENWORTH SALES-SPOKANE

Entity type: Profit Corporation

UBI #: 603-238-845

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6420 E BROADWAY AVE
SPOKANE VALLEY WA 99212-1037

Mailing address: 2125 S CONSTITUTION BLVD
WEST VALLEY CITY UT 84119-1219



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
Motor Vehicle Dealer	01180		View Plates	Active	Sep-30-2024	Apr-03-2013
Spokane General Business - Non-Resident				Active	Sep-30-2024	Mar-31-2021
Spokane Valley General Business				Active	Sep-30-2024	Nov-02-2012

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

Governing people	Title
KENWORTH SALES COMPANY	

Registered Trade Names

Registered trade names	Status	First issued
KENWORTH SALES COMPANY - TRP OF	Active	Mar-27-2020



Registered trade names	Status	First issued
WENATCHEE		
KENWORTH SALES COMPANY - WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY PACLEASE	Active	Jan-09-2013
KENWORTH SALES-PASCO	Active	Jan-09-2013
KENWORTH SALES-SPOKANE	Active	Jan-09-2013
KWS LEASING	Active	Feb-27-2019
TRANSPORT FINANCE	Active	Jan-09-2013
TRANSPORT LEASING	Active	Jan-09-2013
TRANSPORT LEASING AND RENTAL	Active	Jan-09-2013
TRANSPORT RENTAL	Active	Jan-09-2013
TRP OF WENATCHEE	Active	Mar-27-2020
TRP WENATCHEE	Active	Mar-27-2020



View Additional Locations

The Business Lookup information is updated nightly. Search date and time:
7/24/2024 12:19:05 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2024

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

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


PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Moreton & Company	
	PHONE (A/C, No, Ext): 801 531-1234	FAX (A/C, No): 801 531-6117
	E-MAIL ADDRESS: certificates@moreton.com	
INSURED Kenworth Sales Company Attn: Bob Sant 2125 S. Constitution Blvd. Salt Lake City, UT 84119-1219	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Prop. Casualty Co. of America	NAIC # 25674
	INSURER B : Travelers Indemnity Co. of America	25666
	INSURER C : Travelers Indemnity Company of CT	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Garage GL		6302587R090	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000
B	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AD2587R090	07/01/2023	07/01/2024	PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GKLL		AD2587R090	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Per Schedule \$On File
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP8N31705A	07/01/2023	07/01/2024	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB7K68173A	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Blkt Building Blkt BPP Special Form/RCV		6302587R090	07/01/2023	07/01/2024	\$169,484,544 \$53,224,947 \$25,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are additional insured as respects General Liability and Auto Liability, as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER City of Spokane 915 North Nelson Spokane, WA 99202	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 
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Bid Response Summary

Bid Number RFP 6037-24
Bid Title General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment (Re-Bid)
Due Date Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding - Evaluation in Progress
Company Kenworth Sales
Submitted By clozier@kwsco.com clozier@kwsco.com - Friday, December 15, 2023 9:58:48 AM [(UTC-08:00) Pacific Time (US & Canada)]
 clozier@kwsco.com

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 10.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 9 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Cody Lozier, Clozier@kwsco.com 509-590-8930
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Wayne Beal, Wbeal@kwsco.com 509-710-6671
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.	Cost Proposal.pdf

3	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document
4	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document
5	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document
LIST OF CERTIFICATIONS	Upload List of Certifications here Certification list.pdf
LINE CARD	Upload Line Card here Vendor List.pdf
6	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
7	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.

8

Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.

Kenworth Sales
6420 E Broadway
Spokane, WA 99212

City of Spokane, Fleet service:

Kenworth Sales is a leading supplier in the Medium and Heavy-duty truck industry. We provide high quality parts and service with a track record proven to fulfill customer needs and expectations. We are pleased to submit our proposal as a potential supplier/service partner for bid 6037-24.

At Kenworth Sales Spokane, we offer technicians that have factory OEM training in all aspects of truck repair. These qualifications include but are not limited to Paccar, Cummins, Allison, Eaton, and Dana. We are a 7 day a week operation with hours spanning from 7:00 A.M. to 12:00 A.M. Monday through Friday, and 7:00 A.M. to 5:30 P.M. on Saturday and Sunday. We offer pick up and delivery Monday through Friday and have Mobile technicians available on an as needed basis.

With over 75 years of being in business we are confident we have the experience and the skill needed to fulfill the needs of the City of Spokane Fleet service Department. We appreciate the opportunity and the invitation to place our bid and look forward to better serving our city.

EXHIBIT A

COST PROPOSAL WORKSHEETS

428665 2018 KENWORTH T800 TRUCK, DUMP TANDEM AXLE					
1NKDL70X1JR215476					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00 Per unit	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums— All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	362.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

EXHIBIT A-1

COST PROPOSAL WORKSHEETS

428905 2020 PETERBILT 520 TRUCK, LABRIE SIDE LOAD					
3BPDLH0X1LF108184					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00 Per unit	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums— All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	362.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

EXHIBIT A-2

COST PROPOSAL WORKSHEETS

428517 2017 FREIGHTLINER MT45 TV VAN					
MT45 TV VAN					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums— All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	262.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

Certification list:

- Paccar Certified Warranty
- Cummins Certified Warranty
- Eaton Certified Warranty
- Bendix Certified Warranty
- Meritor Certified Warranty
- Dana Certified Warranty
- Allison Certified Warranty
- Wabco Certified Warranty



KENWORTH SALES

6420 E Broadway Ave
Spokane Valley, WA 99212
(509) 534-2643

www.KenworthSalesCo.com



seats



Roadranger



TIMKEN



BELMOR



Leece-Neville
HEAVY DUTY SYSTEMS



MERITOR



Minimizer

EATON



Gabriel

Espar



- Auxiliary Power Units
- Accessories
- Air System Parts
- Audio Equipment
- Axles & Axle Parts
- Batteries
- Bearings
- Belts & Coolant
- Hoses
- Brake Parts
- Bumpers
- Cargo Control
- Cold Weather Aids
- Cooling System
- Def Fluid
- Driveline Parts
- Electrical Parts
- Engine Parts (Cat, Cummins, Paccar)
- Exhaust Parts
- Filters
- Fender Products
- Front & Rear Chassis Parts
- Heater & Defroster Parts
- Hose & Fittings
- Jack & Lifting Equipment
- Lamp & Lighting Products
- Lubricants
- Mirrors
- Mud Flaps
- Oil Sampling
- PTOs
- Safety Equipment
- Seals
- Suspension
- Seats
- Tire Chains
- Transmission
- Truck & Trailer
- Wheel End
- Windshield Wipers



NATIONAL SEATING



MOTOR WHEEL KIT MASTERS



Panasonic



SEARS SEATING



FOR ALL LEADING MAKES AND MODELS



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd 7/29/2024

Clerk's File # OPR 2024-0677

Cross Ref # OPR 2024-0678

Project #

Council Meeting Date: 08/26/2024

Submitting Dept	INFORMATION TECHNOLOGY	Bid #	RFP 5924-23
------------------------	------------------------	--------------	-------------

Contact Name/Phone	LAZ MARTINEZ 625-6468	Requisition #	CR 26519
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Contact E-Mail	LMARTINEZ@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	5300 ECEPTIONIST, INC IMPLEMENTATION, LICENSING & SUPPORT		
-------------------------	---	--	--

Agenda Wording

Eceptionist, Inc. (Houston, TX) provides referral management software supporting City/County Supervision Departments/Criminal Justice Services. Total contract term is August 1, 2024-July 31, 2029. First year cost is \$144,500.00 plus tax.

Summary (Background)

Eceptionist, Inc. (Houston, TX) provides referral management software (SaaS) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR). This is a five-year contract with 5 - 1 yr. renewal options. Total contract term is August 1, 2024 to July 31, 2029. First year cost is \$144,500.00 plus tax which includes licensing, customization, training, and implementation of the software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 144,500.00 plus tax
------------	------------------------

Current Year Cost	\$ 144,500.00 plus tax
-------------------	------------------------

Subsequent Year(s) Cost	\$ 380,000.00 plus tax
-------------------------	------------------------

Narrative

This contract is for the replacement of the existing Online Referral System. This was selected via RFP #5924-23 Online Reporting Tool (OLR). The Interlocal Agreement with Spokane County provides that the costs will be split 50/50.

Amount

Budget Account

Expense	\$ 157,505.00	# 5310-73100-18880-54214-99999 Year 1
Revenue	\$ 78,752.50	# 5310-73100-99999-33772-99999 Year 1
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Dirk Voorhees dirk.voorhees@eceptionist.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses cbaird@spokanecity.org	Peggy Lund - klund@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Eceptionist, Inc Implementation, Licensing & Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Eceptionist, Inc. (Houston, TX) provides referral management Software in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR). This is a five-year contract with 5 – 1 yr. renewal options. Total contract term is August 1, 2024 – July 31, 2029. First year cost is \$144,500.00 plus tax which includes licensing, customization, training, and implementation of the software.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$144,500.00</u> Current year cost: \$144,500.00 plus tax Subsequent year(s) cost: \$95,000.00 plus tax Narrative: This contract is for the replacement of the existing Online Referral System. This was selected via RFP #5924-23 Online Reporting Tool (OLR). Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – Software implementation, annual subscription & maintenance	
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 – Software implementation annual subscription & maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – Software implementation annual subscription & maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Online Referral Subscription.



City of Spokane
CONTRACT
ONLINE REPORTING TOOL (OLR)

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ECEPTIONIST, INC.**, whose address is 7000 N. Mopac Expwy, Suite 200 - 1312, Austin, Texas 78731, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Online Reporting Tool (OLR), Referral Management Software in support of the City and County Supervision Departments/Criminal Justice Services, in accordance with Company’s Response to RFP, attached as Exhibit B and Company’s Services Agreement, attached as Exhibit C. Company was selected through RFP No. 5924-23. Company will coordinate with Spokane County in accordance with Interlocal Agreement No. 24-0410. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin August 1, 2024, and run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed five (5) additional one (1) year contract terms.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **FIVE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$524,500.00)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

ECEPTIONIST, INC.,

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Response to RFP, attached as
Exhibit C - Company's Services Agreement

24-076

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

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

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

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

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

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

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

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

EXHIBIT B



eceptionist®

City of Spokane Online Reporting Tool (OLR) RFP# 5924-23

Eceptionist, Inc. Offer | July 14, 2023

Eceptionist Inc.
405 Main Street, Suite 800A
Houston, TX 77002 www.eceptionist.com

Primary Contact:
Dawniela.Hightower@eceptionist.com



eceptionist®

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Letter of Submittal

July 14, 2023

City of Spokane Purchasing
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316

Attention: Purchasing Department

Subject: City of Spokane RFP#5924-23 Online Reporting Tool

Dear Carlo Plascencia:

Thank you for the opportunity to submit this response to the City of Spokane, hereinafter referred to as The City, for an Online Reporting Tool and City/County Supervision Referral Tool.

We are proposing our **EceptionistCX Referral Management** solution to the City of Spokane, believing that our experience and 20-year investment in referral management will result in a significant improvement to the City's existing process. The EceptionistCX platform is easily configurable across screens, fields and workflows. Combined with a long history operating in various Department of Corrections and federal prison systems, our solution's transition to the legal/probation industry will be seamless.

The Eceptionist team is proud to respond to this RFP with a solution that meet the city's objectives with a world-class referral and case management solution. On behalf of our Eceptionist Team, thank you again for this opportunity. We look forward to answering any questions and to advance this process. Should questions arise, or if you need additional information regarding the services offered, please do not hesitate to contact myself or Dawniela Hightower at dawnielah.hightower@eceptionist.com, 916-494-4167.

Business Name & Address	Eceptionist, Inc. a corporation located in Houston, Texas at the following address: Eceptionist Inc. 405 Main Street, Suite 800A Houston, Texas 77002
Primary Contact	Dawniela Hightower Director, Customer Success & Implementation (Satellite Office located in Sacramento, CA)



I hereby certify on behalf of Eceptionist, Inc. that the contents of this proposal are, to my best knowledge, completely in compliance with all requirements of the RFP. I certify that I am authorized to initiate and negotiate contracts on behalf of Eceptionist, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dirk Voorhees', with a yellow highlight on the first few letters.

Dirk Voorhees
Principal, Chief of Product Development



Technical Proposal

The following **Technical Proposal** includes responses to the requirements table along with a description of the solution and services being proposed within this offer.

#	Business Requirements	Firm Response	Comments, Explanation and/or Clarification
General System Requirements			
1	System must allow for eSupervision system integration. eSupervision is an eCourt product from Journal Technologies.	Yes	EceptionistCX is capable of using both standards-based integration and custom integration to integrate with any data and clinical system. While we are not able to demonstrate any integrations with customer environments, we have countless references that can speak to flexible integration capabilities of our solution. A detailed integration summary has been included in the addenda of our response.
2	System will allow City users to sign in using their City Network Domain credentials	Yes	
3	System will allow user accounts to be set up (username and password) for non-City users	Yes	
4	System will allow admin/nonspecific users to be set up, i.e. agency partner admin accounts	Yes	
5	System will allow for email notifications for submissions	Yes	
6	System will have different templates for different referrals (mental health, domestic violence, substance abuse)	Yes	
7	System will have ability to add, delete, modify, and archive users	Yes	
8	System will have ability for agency's to add, edit, and modify their profile information (name, address, phone number)	Yes	
9	System will have workflow training guide information within each section to assist the user complete the referral accurately and correctly	Yes	
10	System will be in compliance with HIPPA requirements for sensitive information transmission	Yes	
Application Delivery			
1	Ability to create a referral report to an agency partner	Yes	

2	Ability for an agency partner to create a referral vs typical supervision division entry.	Yes	
3	Ability to create different referrals based on judgement type (mental health, domestic violence, substance abuse). Each referral type will have a separate template that is specific to that type of referral need.	Yes	
4	Ability to create multiple referrals for one defendant	Yes	
5	Ability for partner agency and supervision division communication within the system. Internal email tool so that communication regarding a defendant can happen all within the tool.	Yes	
6	Ability for both Supervision division and Agency Partners to be able to reject a referral or report for incomplete information	Yes	
7	Ability to amend a report submitted to supervision team	Yes	
8	Ability to enter all individual test results for a UA/urine analysis	Yes / Pending	
9	Ability to amend or merge referrals for duplicate entries	Yes	
10	Ability to reassign referrals on both a standalone and bulk basis	Pending	
11	Ability for all fields (including notes) to flow to and from systems. All information entered into the referral will appear for the agency. In the report back, all fields (including notes) will all appear for the Supervision teams.	Yes	
12	Ability for agency partners that have multiple locations to be able to see referrals at all locations.	Yes	
13	Ability to assign a single defendant to multiple agencies based on referral need	Yes	
14	Ability for the system to create auto emails to remind agency partner of referrals and reports due	Yes	
15	Ability to see historical information for defendants with previous referral cases	Yes	
16	Ability for the Supervision division to link / add the case judgement information and all pertinent	Yes	



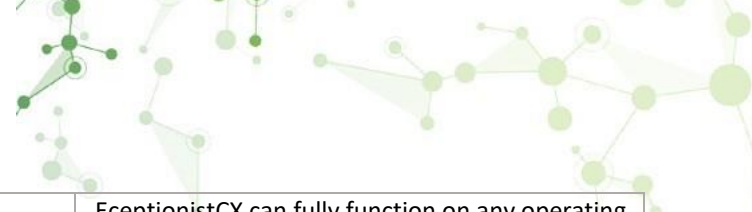
	supporting documents		
17	Ability to create an electronic Release of Information if this has not already been completed by the Supervision team	Yes	
18	Ability to create closed, open, and pending reports and dashboards for all referral types.	Yes	
19	Ability to create robust reports and dashboard to articulate activity by referral type, agency, etc. Trend data over time will also be relevant	Yes / Pending	
20	Ability to search and sort referrals	Yes	
21	Ability to attach documentation to referral report that can be viewed	Yes	
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	We have proposed our SAAS solution with an annual software fee that includes software and maintenance. (We do have customers who prefer a dedicated SAAS instance or installation on premise. Those options are priced differently upon request.)
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	See section #Project Timeline & Work Breakdown Structure
2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	
	a) System Installation	Yes	See section #Installation & Configuration Approach for response.
	b) System configuration	Yes	See section #Installation & Configuration Approach for response.
	c) Data Conversion	Yes	See section #Data Conversion located in Installation & Configuration Approach



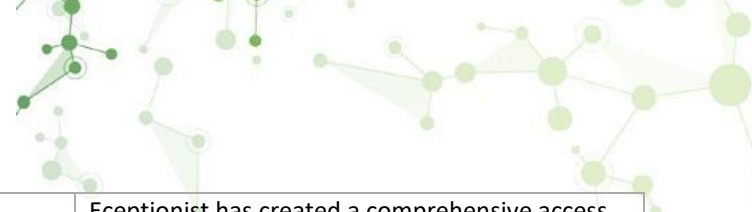
	d) Training (A sample of training materials & documentation should be included)	Yes	See section #Training Approach for response
	e) Test planning and execution	Yes	See section #Acceptance Testing for response
	f) System interface design and support	Yes	Eceptionist will partner with The City on interface design. A section of the project timeline has been reserved for this activity. Maintenance of the interface based on the original agreed upon design is included in the annual fee. Eceptionist has extensive experience with a variety of integrations. Details of these capabilities have been included in the Appendix #Integration Models and Methodologies
	g) System roll-out, procedures, and support	Yes	See section #Transition to Operational Service
3	Please describe your current project management methodology.		See section #Project Management Approach for response
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	The annual service fee does include support, all updates, upgrades and training associated with any application release.
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	See section #Support for details of the support process. Eceptionist uses the JIRA issue tracking system to prioritize different types of customer calls, and will provide an SLA within the signed agreement.
3	Describe your escalation process for issues that are not resolved during initial call.		Issues not resolved during the initial call will be assigned to a skilled technician who is able to address Tier 2 and above support issues. The issue will be assigned a severity based on it's impact to the useability of the application. The severity of the issue will determine the time to resolution.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	Eceptionist confirms that we are able to meet this service desk requirement.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	We expect that all problems and/or bugs will be logged in the JIRA issue tracker by either City personnel or by Eceptionist staff. JIRA efficiently tracks status and provides a tool for communicating with customer that status of any issues. Fixes are first developed and tested in our internal dev environment. Depending on the severity of the issue and or risk, they fix may then



			be first deployed to the Test environment before being pushed to production.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		All enhancements requests should be entered in the JIRA issue tracking system. We provide a tool for customers to make enhancement requests. We evaluate if the request is one that would benefit a majority of customers, at least 51%. If the request meets that criteria it may be incorporated into our short/long-term road map. Enhancement request that do not have broad appeal may be categorized as a change request, and Eceptionist can provide an estimate upon request.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	Live support is available during these times. Full service support will be available to City personnel. Chat/email can be made available to partners. SLA has been included in the section #Support
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	We communicate with customers by email with advance notice of any planned service outages. Usually, 30 days in advance unless urgency does not allow for this notice. Release notes are provided in advance. A notice may be placed on the login page with customer permission.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	The City will have at minimum a dedicated technical project manager to support the project through implementation and post go-live. Meetings will be at least weekly as needed through the implementation and continue weekly through the first month of the transition to support, after which the project will transition from twice to quarterly meetings through the life of the project . Ad hoc meetings will always be supported. Meetings will be remote unless The City requests an onsite visit, with travel to be billed separately.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	EceptionistCX does not require that anything be installed to operate. Users only need access to a supported browser.



2	<p>Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.</p>		<p>EceptionistCX can fully function on any operating system. Users only need access to a supported browser such as Chrome, Edge, Safari or Firefox. The application can operate fine with IE11, however it important to note that Internet Explorer is no longer supported by Microsoft.</p>
3	<p>City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.</p>		<p>EceptionistCX supported browsers include Chrome, Safari, Firefox and Edge. Additionally, the non-administrative features of the application are mobile enabled, meaning users can create, manage referrals, etc. from their mobile phone or tablet.</p>
4	<p>Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.</p>		<p>The proposed solution is not on-premise. Although we could provide on-premise pricing upon request.</p>
5	<p>Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.</p>	Yes	<p><u>User Role-Based Security</u> The EceptionistCX platform implements role-based security to control the use and access of the system. User roles are based on the collection of privileges that are granted to users. For example, the administrator has access to administrative functions, low-level users can book appointments and higher-level users can schedule clinics and close out appointments. EceptionistCX user roles are not physically defined but logically implemented, which means that no actual role needs to be defined in the system. A user has to be assigned into a group (or multiple groups), based on the role the group(s) is playing, to be identified by the system. Combined with site access, primary site access, group policy and menu access control,</p>



		<p>Eceptionist has created a comprehensive access control system with enough flexibility to meet all potential scenarios. Please note that EceptionistCX can also be configured with an added layer of security to allow organizations to define and assign specific roles at the user level. Note, that if this is required, this is done within the context of the group permissions and all of the other layers of security that can be configured within EceptionistCX.</p> <p><u>Group and Membership</u> A group is simply a set of users. Once a group has been granted access (i.e., functional, site access and primary site access) permission, all of the users in this group are granted the same permission automatically.</p> <p>The attributes and privileges that a user is granted is based on the user's group membership. Users can obtain multiple memberships by belonging to different groups. EceptionistCX uses groups to assign certain system resources – such as sites – in a more efficient way and uses membership to control users' access permissions.</p> <p><u>User Menu Access Control</u> The EceptionistCX menu system is dynamically generated based on user role and group membership(s). By having a dynamically generated menu system, the main application is separated from the access control, adding an additional layer of protection. For example, even if an unauthorized user has logged on the system, the user would not be able to access any system resources or view any of the system pages, since the user does not have any menu permissions.</p>
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Database Management			
1	List any limits to data storage provided as part of your proposed solution.		There are no limits. An archive policy will be developed in partnership with The City.
2	What database platforms does your product support?		Eceptionist was built on the .Net platform.
3	Estimated database size and memory requirements.		Not applicable for the proposed SAAS solution.
4	Specific database configuration requirements, if any.		Not applicable for the proposed SAAS solution.
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?		While we have proposed our multi-tenant SAAS within this offer, Eceptionist does provided a single tenant SAAS for many customers upon request. (A revised estimate would be required if The City requires single tenant, as single tenant



			increases the effort to deploy and manage the service.) The data in our multi-tenant environment is logically separated based on the organization, i.e. customer.
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.	Yes	We are able to set-up a data extract service whereby data is exported from the application on an agreed upon basis, e.g. daily or weekly.

Servers and Operating System

1	Specify if system will be physical, virtual or an appliance.	N/A	This offer provides a cloud-based SAAS solution.
2	Supported virtualization platforms	N/A	This offer provides a cloud-based SAAS solution.
3	Supported Operating Systems	N/A	This offer provides a cloud-based SAAS solution.
4	Number of virtual servers required	N/A	This offer provides a cloud-based SAAS solution.
5	Recommended drive space requirements	N/A	This offer provides a cloud-based SAAS solution.
6	Recommended RAM (GB)	N/A	This offer provides a cloud-based SAAS solution.
7	Recommended # of CPU	N/A	This offer provides a cloud-based SAAS solution.
8	Recommended # of NICs	N/A	This offer provides a cloud-based SAAS solution.
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?	N/A	This offer provides a cloud-based SAAS solution.
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?	No	This offer provides a cloud-based SAAS solution.

Network Requirements

1	Specify maximum allowed latency requirements	N/A	This offer provides a cloud-based SAAS solution.
2	Specify the typical amount of network traffic generated by this application in Mbps	N/A	This offer provides a cloud-based SAAS solution.
3	Specify the minimum network bandwidth required for each client installation in Mbps		EceptionistCX is a modern, web based application requiring low network bandwidth. Users do not even require high-speed internet to access the solution.
4	Specify all network ports that will need to be opened for both clients and network firewalls.	N/A	This offer provides a cloud-based SAAS solution.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	N/A	This offer provides a cloud-based SAAS solution.
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	This offer provides a cloud-based SAAS solution.
7	Specify remote access requirements and identify remote access users/equipment	N/A	This offer provides a cloud-based SAAS solution.



8	Specify physical switch port count requirements and port speed	N/A	This offer provides a cloud-based SAAS solution.
9	Specify any special network design requirements	N/A	This offer provides a cloud-based SAAS solution.
10	Specify if there are any QOS requirements	N/A	This offer provides a cloud-based SAAS solution.
11	Specify any telephony requirements analog and or IP	N/A	This offer provides a cloud-based SAAS solution.
12	Specify any wireless access requirements	N/A	This offer provides a cloud-based SAAS solution.
13	Specify fiber or ethernet cabling requirements	N/A	This offer provides a cloud-based SAAS solution.
14	Specify power requirements for all new equipment	N/A	This offer provides a cloud-based SAAS solution.
15	Identify any certificate requirements	N/A	This offer provides a cloud-based SAAS solution.

Third Party Contracting

1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	MS Azure provides hosting; Twilio provides SMS services when applicable.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Pending	Details regarding the Eceptionist agreements with MS Azure are not include with this offer. Eceptionist can direct The City the Azure online tools and information regarding specific details, not already provided. Azure maintains a 99.999% uptime.

Upgrades

1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		On average, there are 3-4 minor releases per year, with 1 major version released every 9 to 18 months. The last major release and the latest version (version 6.0) were released in January 2023. A typical release may include enhancements to existing features, new features, and updates to and/or new reports, among other features and functionality. The annual software license fee includes patches, releases, and upgrades..
2	Describe your notification practices for:		For major releases, new features are communicated to customers via several version of release notes. The first release note provides a high-level overview of functionality to come, usually 90-120 days in advance. A second version of release notes are provided 30 days before the release to the sandbox. Major releases will typically remain in the sandbox for 30 days before release to test, followed by release to
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		



			<p>production in the next 5-10 business days.</p> <p>Minor releases, such as small updates to existing functions, will have a more expedited time frame with only one release note and deployment directly to test.</p> <p>User manuals and online help topics are updated with each new functional release and periodically as needed.</p>
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	A test environment would be made available to the City through the length of the contract.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	A typical upgrade will require a few hours of downtime outside of standard business hours. Customers are generally given at least 90 days notice prior to a scheduled upgrade.
Access / Authentication			
1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.	Yes	EceptionistCX fully meets this requirement.
2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	EceptionistCX fully meets this requirement.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	EceptionistCX fully meets this requirement.
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?	Yes	
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?	Yes	As a SAAS solution, we require access to the support the solution. Employees are only provided access on a need to know basis, undergo annual security training and back ground checks.
6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data	Yes	The EceptionistCX permission structure is flexible and support countless roles and configurations to meet this requirement.



	types, or job classifications.		
7	Does application have an auto-logout function and, if so, is that configurable?	Yes	The auto-logout function is configurable by clients to any number of minutes.
Breaches			
1	Vendor should notify users of any system/data breach within applicable state and federal law.	Yes	Eceptionist fully complies with and adheres to this requirement.
Communications and Operations Management			
1	Is there a formal operational change management / change control process?	Yes	
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes	EceptionistCX SAAS is maintained in Development, Staging, Test and Production environments.
3	Are system resources reviewed to ensure adequate capacity is maintained?	Yes	Performance monitoring is conducted on an ongoing basis using Azure's monitoring service.
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	See section #Solution Maintenance for details.
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	Eceptionist is proposing a multi-tenants SAAS where data is logically separated and physically protected in an MS Azure data center.
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	EceptionistCX comes with many audit capabilities and reports that are accessible by authorized users. All defendant related activity within EceptionistCX is audited at both the "edit" and "view" levels. EceptionistCX also tracks administrative activity within the system. With the records that are being tracked and logged in the system, the log will track user, date and time stamp of action, action type (view/edit) and any data changes that resulted from the action. The audit logs cannot be disabled, turned off or edited by any user. Audit logs are maintained for as long as the data is maintained.
8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g.	Yes	



	network devices, servers, operating systems, databases, etc.)?)		
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes	
12	Is City of Spokane data ever stored on non-company managed equipment?	No	
Data Security and Ownership			
1	Is there an information security policy?	Yes	Policies can be provided upon request.
2	Have information security policies been reviewed in the last 12 months?	Yes	
3	Is there an individual or group responsible for security within the organization?	Yes	Eceptionist employs a third-party security organization on retainer.
4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?		Customer data is stored in the US in both Western and Central regions. Government data is not managed separately.
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?	No	Eceptionist is fully compliant with this requirement.
6	What rights does the vendor gain with respect to use of customer data?		Eceptionist does not use or have any rights over customer data for any reason.
7	What methods are available to export customer data should the contract terminate?		All customer data will be exported into multiple tables, usually a series of excel files and provided to the customer within 30 days of contract conclusion, unless an alternative method/format is agreed upon.
8	Is data encrypted at rest? In transit? If so, to what standard?	Yes	All data stored in the EceptionistCX database is encrypted using Microsoft SQL TDE encryption.
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	No	Access to The City's data is not provided to external parties.
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?		EceptionistCX has built in functions and services as well in addition to utilizing the IIS logging service to track and monitor the following application performance information: <ul style="list-style-type: none"> ▪ Online user sessions and activities ▪ Login and logoff times



			<ul style="list-style-type: none"> ▪ The responding time matrix of loading/opening various application pages, work queues and records ▪ Integration Messages ▪ System Infrastructure Monitoring ▪ With EceptionistCX' s SaaS offering, the following items are monitored: ▪ Application gateway and load balance performance including total requests, failed requests, sum of response statues, sum throughput, sum current connections. ▪ Application backend pool health ▪ VM server health and performance including CPU avg/max times, network speed, IO read/write, disk operation, RAM ▪ SQL server CPU utilization and query performance. <p>Audit reports - The audit reports provide an audited record of the activity that occurs in the system both at an administrative level and specific to defendant specific activity (i.e. creating, managing, viewing referrals/appointments). Audit reports can be downloaded to a CSV file.</p>
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Disaster Recovery

1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?	Yes	Data systems are replicated on an ongoing basis to ensure 24/7 accessibility of customer data.
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?	Yes	The disaster recover plan is a comprehensive multi-page document. We have included this document in the appendix of this response.
3	How far back can a record/application/virtual machine be recovered?	Yes	The Eceptionist data retention, archive and back up policy ensures that all data can be recovered.
4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	Notification to The City would occur immediately as described in the Disaster Recovery Plan.
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	Data centers in the East and Central region of the US are utilized.
6	Please provide SLAs as it relates to the service offered.	Yes	SLA is included and agreed upon within

Physical and Environment Security

1	Is there a documented physical security policy?	Yes	Policies can be provided upon request. See section #Hosting & Infrastructure .
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2	Do systems and applications hosting City of Spokane data reside in a data center?	Yes	See section #Hosting & Infrastructure .
3	Is the data center shared with other tenants?	Yes	EceptionistCX is hosted in a HIPAA compliant Azure data center.
4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?		EceptionistCX is hosted in a HIPAA compliant Azure data center. Production data centers used to provide the Covered Services have access control systems. These systems permit only authorized personnel to have access to secure areas. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions, are secured by guards, two-factor access screening, and escort-controlled access, and are also supported by on-site backup generators in the event of a power failure. Additional information regarding the security of Azure data centers can be found here https://learn.microsoft.com/en-us/azure/security/fundamentals/physical-security

Public Records

1	What is the procedure to retrieve bulk data in response to a PRR?	Yes	Clients should email their project manager and log a ticket for this request in the JIRA support center. Response time will align with state mandated requirements; data is usually provided within 48-72 hours.
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Standards

1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))	Pending	High-level documentation is available to customers. Additional documentation is currently in progress.
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?	Pending	The EceptionistCX application has previously complied with the HITRUST requirements and currently complies with ISO/IEC 27000. Our SOC2 certification is in progress.

Vendor Risk Assessment

1	Does vendor require software developers to attend and complete regular security training?	Yes	
2	Does vendor use a secure code repository?	Yes	
3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.	Yes	
4	Does the application have a documented software development	Yes	

	lifecycle that complies with NIST SP 800-64		
5	Does the vendor have a documented security testing plan?	Yes	
6	How does the vendor develop and manage custom code for its customers?		
7	How often does the vendor perform periodic vulnerability scans of development environments?	Yes	Vulnerability scans are performed multiple times per year.
8	What priority is given to client identified security vulnerabilities?	Yes	Any reported or identified vulnerabilities are given the highest priority and will be addressed with urgency.
9	What is the mean time to patch or remediation of identified security vulnerabilities?		This can vary greatly between 1-7 business days based on the severity and complexity of the issue.
10	Has the vendor engaged in SSAE 16 efforts?	Yes	
11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?	No	
12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?	No	Our application is deployed in a secure Microsoft Azure data center, with redundancy across multiple regions.
13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?	Pending	Our SOC 2 certifications is currently in progress. Eceptionist employes a third-party security company on retainer to monitor and evaluate that all security practices are in compliance with current standards.

SOLUTION: ECEPTIONISTCX REFERRAL PLATFORM

The EceptionistCX platform provides referral management, enterprise scheduling, and waitlist functionality in a solution that is flexible and configurable to customer requirements. The ReferralCX platform provides tools that allow workflows and information requirements to be configured by service and the provider organization. The user interface design is clean, simple, and easy to navigate. In most cases, a clinical, admin or defendant user could utilize the base functionality of the application with little to no training.

The EceptionistCX platform has been supporting organizations manage care for over 20 years. The platform will support The City in achieving the following outcomes:

- **Improve The Quality and Completeness Of Referrals**

The EceptionistCX application will improve the quality and completeness of referrals, utilizing functionality that is available as part of the off-the-shelf solution including:

1. **Customizable Data & Fields:** The ability to define a minimum set of mandatory fields that must be completed when submitting referrals. Referrers will be prompted with a message that displays in the application if data is missing or entered incorrectly at the time of referral submission.
2. **Embedded Referral Guidance:** Access to referral guidelines and criteria from within the referral workflow such that a referrer can utilize this information to decide about the appropriateness of the referral and required preconditions for submission.
3. **Customizable Forms:** Configurable referral templates and forms that can be defined at the service level with unique data requirements, mandatory requirements and service level guidance and instructions.
 - **Forms:** The forms tool allows for authorized administrators to create and edit forms that can generate based on service, service type, priority and audience (defendants vs requests vs recipients). The forms tool can be used to generate pre-appointment questionnaires, appointment letters, eConsult specialty templates, clinical templates, etc. Completed or in progress Forms can be output to HTML and PDF
4. **Service / Priority Decision Support:** Response based referral forms that can be set-up to automatically define the service and/or priority of a referral, and where appropriate prompt the referrer with a decision that a referral is not clinically necessary in certain circumstances.
5. **Guideline Library:** The EceptionistCX guideline library allows specialty guidelines to be inserted into the workflow for providing quality instructions and information to the PCP. Guidelines can be used to improve the quality of the eConsults.
6. **Task Functionality:** The EceptionistCX task function allows for task templates as well as single tasks to be created by a user. Templates may be automatically applied to a certain type of service request or manually applied. Individual tasks may be assigned to a named user or to a group of users/roles. From the task list, a user will see any task that has been assigned to them and can from there (or from the related service request) mark the status of tasks, mark complete, add comments, reassign a task to another user.
7. **Real-time Notifications** – Email and/or text message notifications can be set to trigger at any service request status change and/or when an appointment is scheduled or modified. Patient email/text notifications can be created using the EceptionistCX Notifications tools. As with all user types, notifications to defendants can be triggered automatically or manually at any point in service request workflow. The City will be able to edit and create all communication templates with original content as well as merge fields for incorporating parts of the service request into the communication.
8. **Electronic Signature / Consent** – Enable defendant consent form or provider



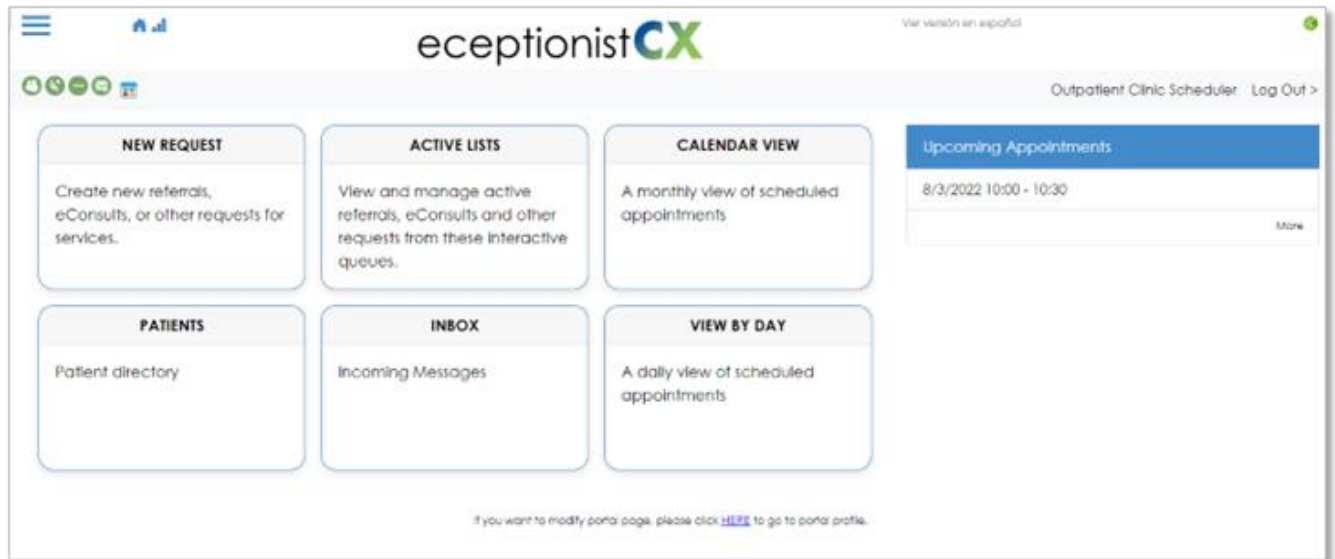
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signatures on consult notes

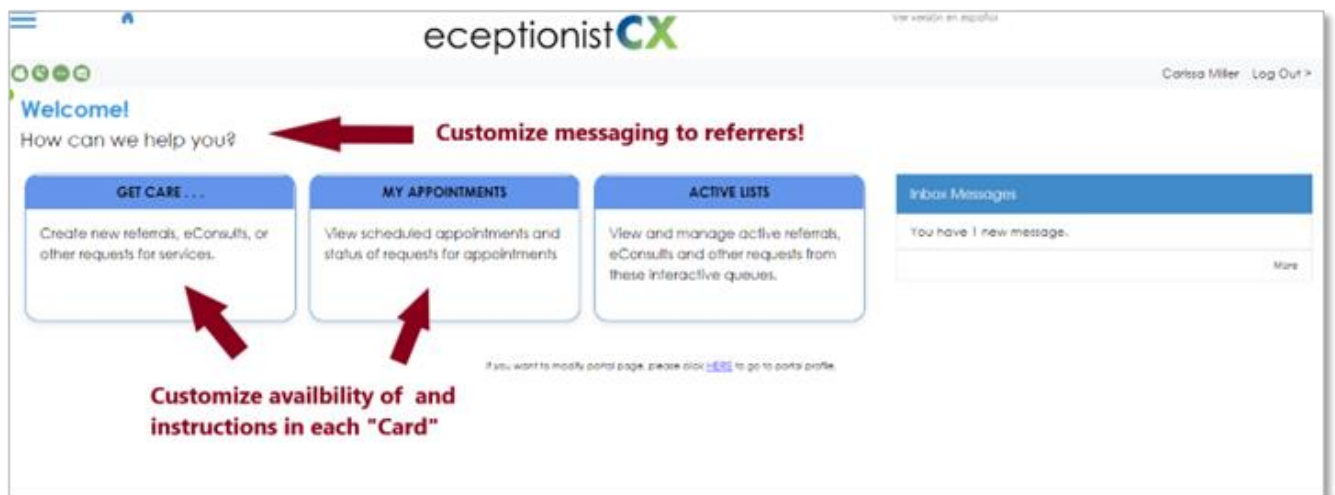
- **User-friendly and automated referral process, for both the sender and receiver**

EceptionistCX contains a user-friendly user interface that is easy to navigate, offering tools for clients to customize their user experience through configuration. The application was designed to be intuitive in nature, displaying information clearly with screen actions that will guide users through the appropriate workflow.

Examples of the user interface have been provided below, note that the application will be white labeled with Cook County Health branding.



Pictured Above: Sample Home Screen View for Referral Processor



Pictured Above: Sample Home Screen View for Referrer



Intuitive Service Request Record. The referral/eConsult record has been designed to make it easy for providers to input and view all the information they need to process a referral. This primary record includes all the fields a referrer will complete when submitting a referral; this record is configurable by role type. The City can determine which fields are required, where validation should exist, and general naming conventions during the implementation process. At a minimum, the referral record will include:

- *The City Standard Referral Info* – Includes all the core information, including but not limited to submission date, referral status, specialty, sending provider/organization, reason for referral, clinical information, ICD-10 Codes, diagnoses
- *Patient Info* – Patient demographic information, ID, Medicare eligibility
- *Attachments* – Supplemental documents such as lab reports or document transferred from the practice management system
- *Additional Info* – Displays any custom forms that have been incorporated into the workflow
- *Audit* – Includes a full audit history of interactions with this record

Pictured Below: Referring/Requesting Provider View



NEW REFERRAL

SERVICE SPECIFICS PATIENT INFO **DETAILS** ATTACHMENTS ADDITIONAL INFO

TODAY'S DATE Thursday, 7/28/2022 10:40:57 PM

SERVICE **Endocrinology**

This teaching clinic provides consultations consultations for patients requiring endocrine assessments, including complex diabetes care, pituitary, adrenal and thyroid disorders.

PRIORITY Normal

SOURCE External System

PRIMARY REASON FOR REFERRAL

← Previous Next →

Edit Referral

(Patient Info)ADAMS, MELISSA; (DOB) 01/02/1979; (Gender) F; (PHN) 15488444; (City) VANCOUVER Request #: 3966 **Current Status: Scheduled**

Service Info * **PRIORITY** Normal

Patient Info **REQUESTER** Bryan Clinical Requester

Attachments **RECIPIENT**

Task **REASON FOR REFERRAL** CELIACS DISEASE

Additional Info **BRIEF DESCRIPTION OF HISTORY** DIAGNOSED MORE THAN 15 YEARS AGO

Appointment

Audit

Modify Time: 1/30/2023 12:44:04 AM
Specialty: Gastroenterology

[Tracking Report](#) [Email History](#)

CLOSE

UPDATE

SEND EMAIL

BOOK APPOINTMENT

RE-SCHEDULE

▪ Intelligent Workflows

The EceptionistCX Workflow Manager makes it possible to implement multiple workflows into the application. It provides the flexibility to organizations that is needed when managing service requests of different type, specialties, and priorities. For example, a dermatology eReferral may have a different processes and workflow than a neurology referral, which may always require triage.

This feature allows authorized users, through the UI, to create, manage and edit the workflows by defining the statuses, actions, and user profiles of those responsible for managing a service request at any given step in the process. This feature offers:

- A catalog of existing actions



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- Ability to create new statuses and actions
- A list of commonly used statuses
- Ability to create and define unlimited workflows
- Ability to assign SLA and automation into the workflow with if this, then that automation

EceptionistCX provides tools that are available in user accessible administrative functions to configure workflows, rules and notifications triggered from actions. Some template workflows are available based on standards that are widely implemented across our customer figures. However, these preconfigured workflows are not mandatory and can be updated or removed entirely based on a customer's unique requirements.



REPORTING ANALYTICS

EceptionistCX offers extensive reporting tools and functions to ensure customers have the data and analyses of information necessary to support their operations. The library of standard reports leverage SSRS reporting tools to provide a list of reports that display referral, eConsult and appointment data in detail and are aggregated in summary. A sample of the types of data that can be measured using the standard reports include, but is not limited to:

- Processing time: For example, a processing time report might identify a detailed list of referral records whose processing time was greater than 20 days
- Average processing time
- Number of submitted Referrals, also filterable by specialty, priority, referral source, referring location, site, etc.
- Outcome reporting (# of Denied Referrals, # of referrals that required triage, etc.)
- Additional performance measures can be segmented demographically by site, provider, region, and/or specialty

PowerBI tools can additionally be leveraged within the application for enhanced reporting. These features are especially beneficial to customers with a specific set of KPIs. PowerBI provides the flexibility to design a custom dashboard based on The City's defined KPI and performance measures. The Eceptionist Project Team will work with The City during implementation to ensure the dashboards support analyses of priority data.

Examples of some of the reports and the reporting capabilities of EceptionistCX is included below:

[Interactive Service Request/Appointment Report](#)

The Interactive Report provides improved analytical data for Service Requests and appointments. The Interactive Report offers the ability to view detailed listings of all existing service requests and appointments along with the ability to filter based on performance, i.e. referral or scheduling processing time.

1. View a Summary or Detail list of all Service Requests in the system and filter* the data by:

- o Date Range
- o Referral Site / Request Site
- o Priority
- o Current Status
- o Specialty
- o Provider
- o Referral Type

2. Run a report of referrals that have not been processed through a specific action or status

For example, run a report of all referrals for the previous year that never moved to the CLOSED status or where no user ever clicked the REQUEST MORE INFO action.

3. View and analyze the processing time for service requests

Run a processing time report in summary and detail to view a list of service requests with the following conditions:

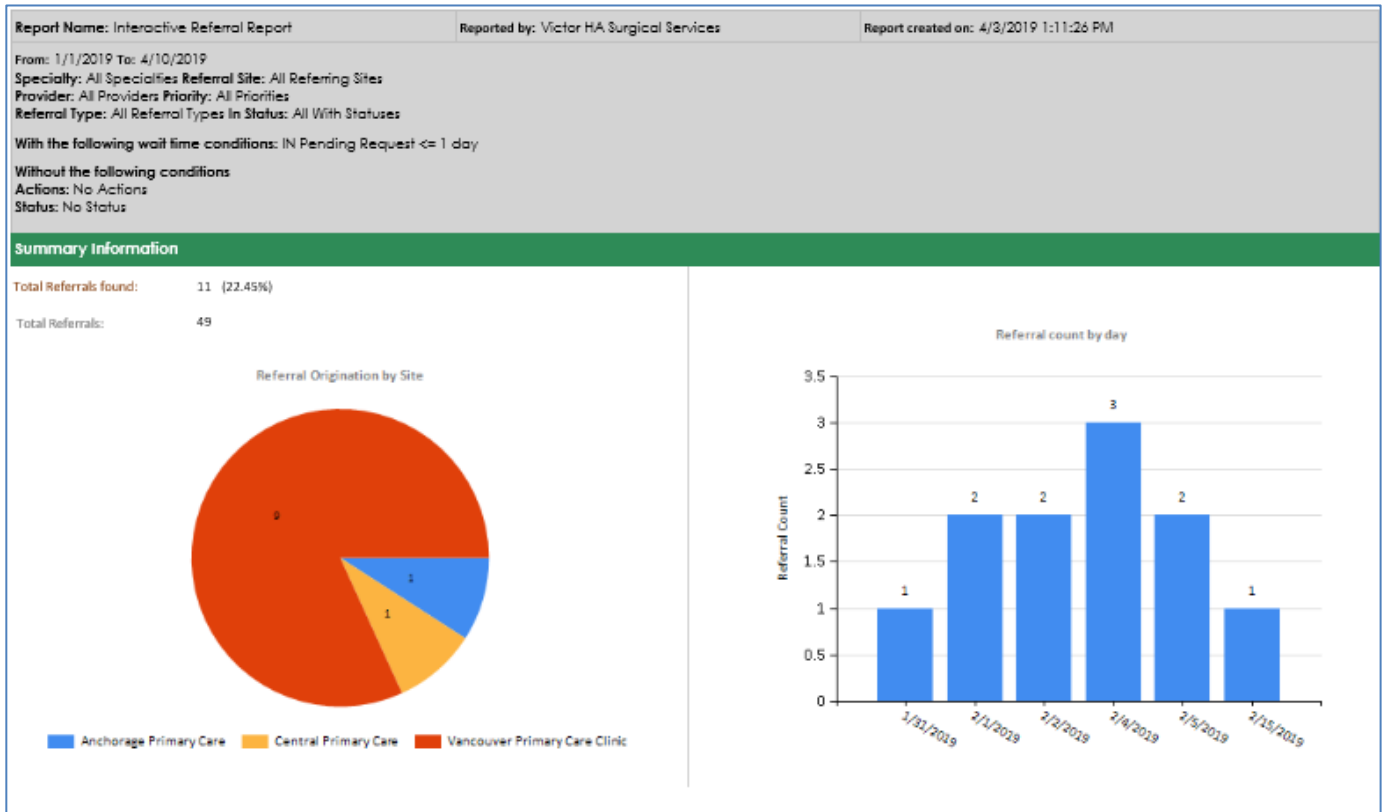
- o Requests in X **status** for a time period **equal to or greater than X Days/Hours/Weeks**



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- Requests in X **status** for a time period **equal to or less than X Days/Hours/Weeks**
- Requests in X **status** for a specific time period of **X Days/Hours/Weeks**
- Requests that were processed from X **status** to X **status**:
 - in a time period that is **equal to or greater than X Days/Hours/Weeks**

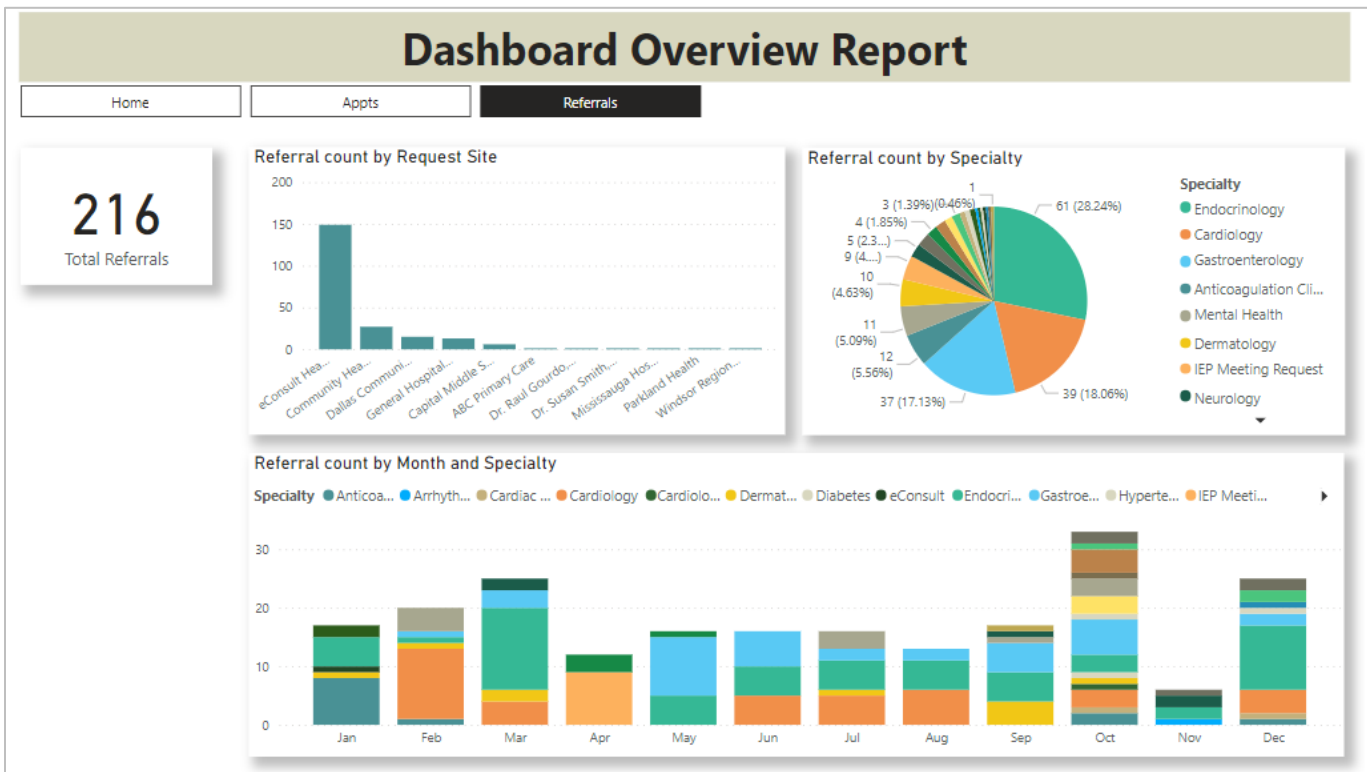
Example Summary Report Data:

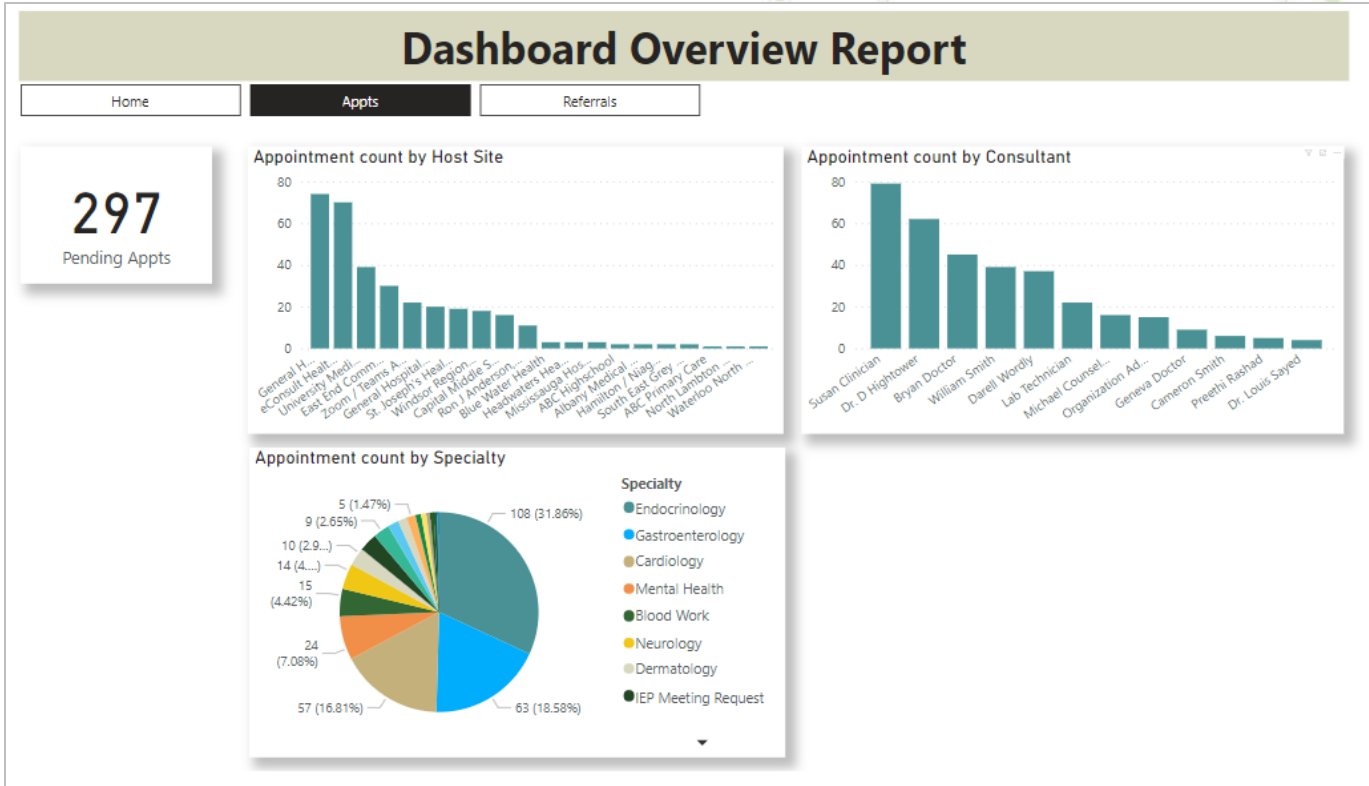


Example Detail Report Data:

Detail Information							
ID#	Request Date	Referring Site	Specialty	Status	Coordinator	Date Closed	Processing Time (day)
5472	1/31/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Scheduled PSA	Barbara Surgical Assessment Coordinator		61
5473	1/31/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		61
5474	2/1/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Surgery Scheduled PSA	Barbara Surgical Assessment Coordinator		61
5475	2/2/2019	Vancouver Primary Care Clinic	Bilateral Knee Replacement	Surgery Pending PSA	Barbara Surgical Assessment Coordinator		59
5476	2/2/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		59
5479	2/4/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		57
5484	2/4/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgical Consult Scheduled	Barbara Surgical Assessment Coordinator		57
5487	2/4/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Booking Package In Progress	Barbara Surgical Assessment Coordinator		57
5490	2/5/2019	Central Primary Care	Bilateral Hip Replacement	Surgery Scheduled	Barbara Surgical Assessment Coordinator	2/5/2019	0
5492	2/5/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Booking Package In Progress	Barbara Surgical Assessment Coordinator		57
5508	2/14/2019	Anchorage Primary Care	Cardiology	Accepted/Reviewed by Consultant	Deborah Referral Coordinator		47

Sample Dashboard Reports





Administrative Reports:

Additional administrative and activity reports include:

- **Recurring Reports** - Recurring reports are those that authorized users can subscribe. Specifically, the user can set up a report schedule so that Eceptionist automatically runs the report for the user and emails the user when the report is available for download in the system. With a recurring report, the user can choose to have the report created in the PDF, Word or Excel Formats.
- **Forms/Survey Statistic Reports** - Survey reports display statistical information for the data that is captured in the system using the Forms/Survey Tools. The forms/survey tool provides customers with the ability to insert additional questions and forms into the system. Surveys can be specific to a site and/or service or applied broadly for all sites and services. Survey reports can be exported into an XML file.
- **Audit reports** - The audit reports provide an audited record of the activity that occurs in the system both at an administrative level and specific to defendant specific activity (i.e. creating, managing, viewing referrals/appointments). Audit reports can be downloaded to a CSV file.
- **Login and access reports** - This report displays a list of users who have logged in or tried to log into the system. This report can be filtered by date and downloaded in a CSV file.
- **Admin reports** – The system includes administrative reports for exporting the lists of information including lists of defendants, users and sites.



3 Low Impact	Problem is small or cosmetic in nature and is easily circumvented. (non-critical disruption in the software; minimal impact)	Issue logged within the issue- reporting tool and escalated by the next business day if necessary	Review and agree on an action plan with the Client, within 2 business days	Response: 1 business day Resolution: 10 business days or as agreed with the Client
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INSTALLATION & CONFIGURATION APPROACH

Include a description of your overall approach to each of the following task areas (if applicable):

■ A) System Installation

This offer proposes that The City onboard to the EceptionistCX multi-tenant SAAS. This is a live, in production solution thus installation is not required. (Optional alternative solution: EceptionistCX can be installed as a dedicated instance for an additional charge to be provided upon request.)

■ B) System Configuration & Implementation Overview

IMPLEMENTATION OVERVIEW

System configuration occurs as part of the business analysis phase of this project. During the analysis and business requirements phase, the Eceptionist Project Team will guide The City through a series of discussions and education for the purpose of confirming all customer functional specifications and business rules. The following topics explain the deliverables supporting the configuration of the application to meet The City’s technical, non-functional, and functional requirements. Depending on customer preference and availability of resources, this phase of the project may be fulfilled through a series of weekly/bi-weekly conference calls, an intensive multi-day workshop, or a combination of both. In many cases these discussions will occur during the weekly project status calls.

The following is intended to explain the types of specification documents that will be provided as part of the implementation. This section will be replaced with the actual specification documents during the implementation process.

Customer Workflow - Use Case Documentation

A critical starting point for the project is creation of a document that outlines all of the customer use cases that will be managed in the software. Use cases should note integration points in the workflow, if any. While many customers have completed this process prior to engaging with Eceptionist, it is also common that this documentation needs to be created as part of the project initiation. It is important the customer lead the documentation of use cases with Eceptionist in a support role. In our experience, the actual process of putting use cases into writing and/or into a visual workflow supports the project to:

- Provide a solid knowledge to the Eceptionist team from which more informed decisions about software configuration can be made.
- Ensure the customer and Eceptionist are considering and communicating all scenarios.



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- Identify gaps early when they can more easily be remediated.
- Expedite confirmation of all the following business requirements.

Data Collection – Data Template Documentation

Eceptionist will review and provide customer with a set of data templates. The data templates include all the fields that will be visible in the system and is structured in the form of excel tables. During these sessions, the Eceptionist Project Team will guide The City to update the data templates to align with The City data requirement. In this process, The City will be able to (1) update data elements with their internal naming conventions, (2) remove data fields as needed, (3) define required fields, (4) add new fields and field validation and ultimately (5) populate the templates with their own reference data.

Technical Integration Workflow Requirements & Documentation

In the technical integration session(s), the specifications for all of the integrations and technical data exchanges are defined and agreed upon. The need for and number of meetings comprising in this phase is directed by the project design. Examples of the session topics that would be included depending on final project design are:

- Active Directory / SSO Integration
- Integration to eSupervision; interface design
- Data Conversion / Migration

Login Workflow Documentation

User login and management varies by customer and the internal policies of the organization. Eceptionist will present options to the customer for the different ways new user accounts can be provisioned. Multiple options exist for implementations with ADFS integration.

Permissions & Roles / Security Documentation

The majority of customer permissions can be set-up and managed through the user interface and therefore do not require any advance development. As such, the permissions topic is the last discussion and is most effective if conducted after all the other requirements have been confirmed. During this session, Eceptionist will provide education to the customer on how permissions can be set-up in the system to meet their needs. Some functions that may require documentation and some minor configurations relate to defendant record viewing permissions and use of site permissions to power how referrals are initiated, and appointments are scheduled.

Reporting Documentation

During this session, the Eceptionist team will review the canned reports that are being delivered with the implementation. The City's report requirements will defined in detail, and the Project Team will work collaboratively with The City to define a timeline for any custom report delivery.

Request/Referral Workflow Design Documentation

During the service request / contact workflow design session(s), Eceptionist team leads will walk the customer through the decision points of defining how the request workflow (referral / eConsult / waitlist / defendant requests) will function in the system. Session topics will include:



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- Request Routing: Central or Direct
- Request Creation
- Request Allocation
- Action Handler Matrix – more information follows.
- Service Site Access Permissions (SSAP)
- Waitlist Management

Action Handler Matrix (AHM) (Workflow Manager) Documentation

Eceptionist will often introduce the topic of the Action Handler Matrix (AHM) as part or after the referral workflow design but simultaneous to other discussions.

The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals in a particular environment. The development of the Action Handler Matrix is critical to building a streamlined, efficient and intelligent referral process for all different types of referrals.

In creating the AHM, Eceptionist will guide the customer to (1) define all the statuses within the lifecycle of a service request from open to close, (2) which user roles will interact with a service request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a service request will be viewable on the queue of a particular user role.

Request/Referral Queues and Management Screen Documentation

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner.

During this phase, the Eceptionist project team will introduce the default request/referral management screens and work with The City to determine if alterations to these views are required. Customer specific changes to these screens may include the addition/removal of columns and addition/removal of filters. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default.

■ C) Data Conversion

Data conversion and migration is a common practice for customers transitioning from a legacy system to EceptionistCX. There are many approaches to data conversion that are often dictated by the capabilities of the legacy to system provide the data in a readable format. Included below is a summary of approach that the Eceptionist project team follows for achieving successful data conversion.

1. **Requirements Analysis:** In this initial phase, the requirements for data conversion are gathered and analyzed. This includes understanding the source and target systems, identifying the data elements to be converted, and defining any specific rules or transformations that need to be applied.
2. **Data Extraction:** The data extraction phase involves retrieving data from the source system. This may involve querying a database, accessing files, or connecting to APIs to collect the required data. The extracted data is typically stored in a staging area for further processing.
3. **Data Mapping:** Data mapping involves defining the relationship between the source and target data structures. It includes identifying the corresponding fields or attributes in the source



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and target systems and specifying any transformations or conversions that need to be applied during the conversion process.

4. **Data Transformation:** This phase involves manipulating and reformatting the data to match the target system's requirements. It may include tasks such as data cleansing, data validation, data enrichment, or applying business rules to ensure data integrity and accuracy. Data transformation may also involve converting data types, rearranging data structures, or aggregating data as needed.
5. **Data Loading:** Once the data has been transformed, it is loaded into the target system or application. This step may involve inserting records into a database, uploading files, or integrating with an existing system through APIs or data integration tools. Data loading is typically performed in batches or in real-time.

If The City requires ongoing data migration, Eceptionist may provide a custom upload tool that provides a self-service means for uploading referral data in batches. (See optional additional services.)

6. **Data Verification and Validation:** After the data has been loaded, it is essential to verify its accuracy and integrity. This involves performing data quality checks, comparing the converted data with the source data, and validating against predefined criteria or business rules. Any discrepancies or errors are identified and resolved during this phase.
7. **Data Migration and Cut Over:** Once the converted data has been verified and validated, the process of migrating from the old system to the new system can be planned and executed. This may involve coordinating with end-users, scheduling downtime, and ensuring a smooth transition to the new system while minimizing disruption to operations.
8. **Post-conversion Testing:** After the data conversion and migration are complete, thorough testing is performed to ensure that the new system functions as expected. This includes validating data integrity, conducting system tests, and addressing any issues or bugs that may arise during the testing phase.
9. **Documentation and Maintenance:** Finally, documenting the data conversion process is crucial for future reference and maintenance. This includes recording the conversion rules, data mappings, and any other relevant information to facilitate future updates, enhancements, or troubleshooting.

PROJECT MANAGEMENT METHODOLOGY

The purpose of this section is to specifically detail the project management methodology, tasks and approach that the Eceptionist Project Team, will use in the implementation of the EceptionistCX application for The City. Our response here is high-level version of a Plan of Operations (POO) document that would be drafted and finalized within 30 days of contract execution. The Plan of Operations is a guiding document for any large EceptionistCX implementation that identifies the processes to be followed throughout the project life cycle to ensure successful outcomes.



Other key areas summarized here and addressed in detail by the POO include:

- Objectives and acceptance criteria
- Project schedule
- Project management approach
- Project controls
- Project resourcing and responsibilities
- Deliverables
- Risk management
- Communications

Project Management Approach

Eceptionist's project management approach consists of four phases: initiation, planning, execution and close. These phases are supported by four key activities: communication and reporting, quality control, risk and issues management and knowledge transfer. While we can bring the value of our proven approach and methodology to our clients, we remain flexible and able to adjust our approach to comply with existing processes and methodologies where necessary.

The Eceptionist Team has provided project management and systems development services for a range of projects from small to large complex government efforts the US and Canada. The Eceptionist Team has worked varied clients providing a range of project management, technology consulting, Independent Verification and Validation (IV&V), and Quality Assurance (QA) services to help clients achieve their strategic objectives and performance goals. This work has consistently involved program oversight and monitoring using project management tools and evaluation instruments. As The City prepares to build a web-based consult, referral management and patient self-scheduling platform, you are searching for a partner that brings strong capabilities which will enable the Platform to operate effectively and see widespread adoption amongst the Cook County healthcare community.

➤ Scope Management

The Eceptionist project management team will work closely with The City to contain scope to ensure that the project delivers within agreed upon parameters. Scope management is a key part of the Eceptionist project management methodology and is comprised of:

- **Scope Definition:** The boundary of the scope to be delivered is defined by the proposal prepared in response to the RFP. Based on this boundary, the scope is confirmed with the customer during the Inception and planning phase. Eceptionist will use industry-standard techniques to confirm and document the functional scope of the Platform. It will define the roles, responsibilities, and expectations for key stakeholders in the project, and result in the creation of a Project Charter and validated Project Plan. Other services in the scope of the project, such as training, will be documented in the work plan and contract deliverables.
- **Scope Refinement:** Eceptionist recognizes that large, complex projects must deal with evolving requirements as project analysis proceeds. We will ensure that all stakeholders have a common, concrete understanding of the functional requirements and can contribute to their refinement. The overall boundaries and metrics of scope will be controlled based on the proposal, but the details will be refined with The City as project analysis and iterative implementation progresses.
- **Change Control:** The Eceptionist Project Management Methodology includes a Change Control Process by which proposed requests to alter the baseline requirements or other aspects in the defined scope



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are identified, controlled, handled consistently, and traced throughout the project. The Change Control Process will include recognition and documentation of change by a project stakeholder, a schedule and cost impact analysis performed by Eceptionist. As the project progresses, the size of change and the number of change requests will be limited by the stakeholders to ensure costs and schedules are successfully achieved.

➤ Schedule Management

Adherence to a project management methodology includes an achievable Project Plan and Work Breakdown Structure (WBS) to deliver the scope and ensure that the project team maintains this schedule. The project timelines presented in this proposal will be reviewed, revised and confirmed as part of the Project Initiation and Planning phase. A critical aspect of our approach is to ensure that all the activities required to deliver the full scope of the solution are identified and managed within an integrated project plan and timeline.

➤ Delivery Review

Delivery Review is a key component for driving toward successful projects. In this process, we supply a senior delivery resource to conduct regular reviews of project status and key deliverables. The reviewer will take a coaching and audit perspective to working with the team to provide constructive input on project activities.

- **Requirement Traceability Matrix:** A requirements traceability matrix will be developed and monitored throughout the project to ensure that the delivered solution meets the requirements outlined and confirmed during the business requirements confirmation process.

➤ Status Reporting

Communications and reporting are key components of the project management methodology. The Eceptionist Project Management Team will meet regularly with clients to review the schedule status, issues, risks, and any outstanding change requests. In order to support projects being delivered on schedule and within budget, Eceptionist provides weekly status reports to describe progress and to communicate important issues. Status reports will include the following sections:

- Executive Summary;
- Summary of Issues, Risks and Mitigation Strategies;
- Summary of Progress Relative to Milestones;
- Tasks Completed During the Reporting Period;
- Tasks Planned to Be Completed in the Next Reporting Period; and
- Financial Status (if applicable)

Any additional reporting required by Client will be identified in the Project Initiation phase and we will comply with any additional or different requirements throughout the project.

➤ Issues and Risk Management

Although a component of Project Management, the need to identify and proactively (and aggressively) manage Issues and risks cannot be underestimated and should be continuous through the entire project life-cycle.

At the commencement of an engagement, Eceptionist performs a thorough, careful and precise risk assessment and identify specific risk-mitigation strategies for any high impact/ high probability risks identified. A cooperative and collaboration structure will be established with Client and key

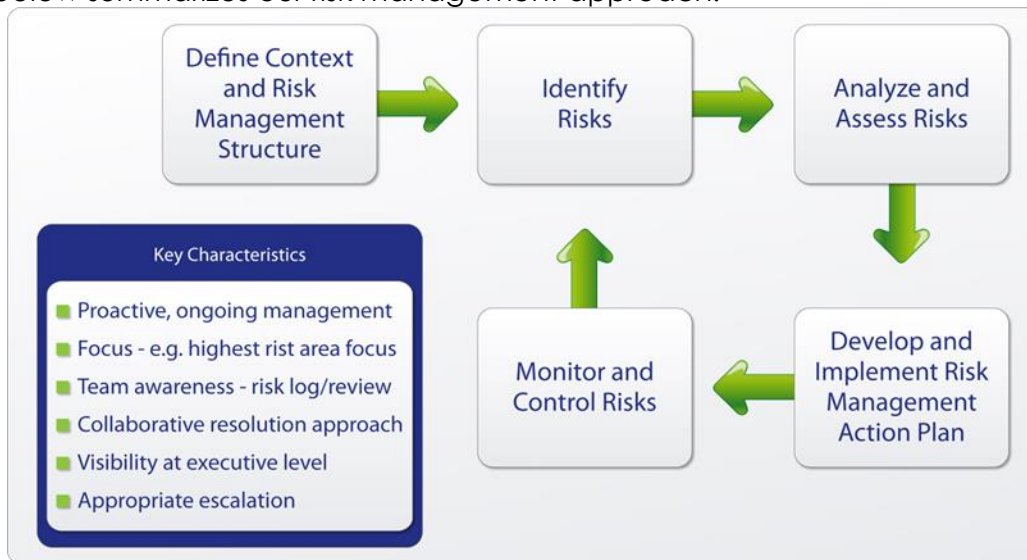


stakeholders to manage these risks throughout the engagement. All risks will be reported and discussed regularly as part of the project status updates. The Project Management Team will constantly review the risk plan to ensure its accuracy, that any new risks are recognized and documented, and that mitigation plans are being implemented as documented.

The objective of these activities is to ensure that risk events are actively communicated and managed and that their potential negative consequences are kept within acceptable tolerances. The risk management process will make certain that risks are factored into project planning and decision-making. Fundamentally, our risk management approach aims to reduce the likelihood of late or over-budget project delivery and to reduce project obstacles as appropriate.

This industry standard approach to managing risk involves prioritizing the identified risk items based on potential severity and probability and assign appropriate management methods as required to address each specific risk.

The diagram below summarizes our risk management approach:



➤ Project Documents

As part of our commitment to providing exceptional project management and implementation oversight, the following project documents will be provided to support this project:

- Plan of Operations
- Master Project Plan
- Transition Plan
- Turnover Plan (if applicable)
- Quality Management Plan
- Disaster Recovery & Business Continuity Plan
- Application Configuration Design
- Technical Specification Design
- Periodic Project Status Reports
- Test Plan
- Training Plan



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➤ Transition to Operation

The team for the Transition Period will be used to support Operations and the same principles for availability and flexibility will apply. This full rollout, including the transition, is planned to take place over 4-12 month. (A shortened time frame could be supported by Eceptionist). However, we propose to reduce our involvement over the course of the rollout as knowledge transfer allows each The City to be more self-sufficient. All interfaces will be built and live during the initial rollout with subsequent connections made as required.

The goal for this project is to have the application operational by June 2023 with future customization able to be made through configuration and vendor provided enhancements.

➤ Technical Documentation

The following technical support documents will be provided as part of the implementation:

- Functional user Guide / Product Manual
- Interface configuration document
- Workflow Tip Sheets (Role based)
- Release Notes

Transition to Operational Service

EceptionistCX is being provided as a SAAS, whereby Eceptionist will retain responsibility for the infrastructure, IT services and performance of the application. Eceptionist will work closely with The City to support end users through access to continued training and 24/7 Help Desk support.

Support During Transition will be delivered by the Implementation team which consists of remote functional and technical members who are directly involved in the transition and all of whom have knowledge to resolve issues or have direct access to other support areas if needed.

A transition and hand-over session will take place after an agreed upon successful operational date to designated The City Tier 1 Support (if applicable). The hand-over session will provide the details for access and reporting to the Eceptionist Service Desk.

Once transitioned to operations, Eceptionist will provide a Tier 1/2 Service Desk. Aspects of Tier 1 support may reside with The City as the first point of contact for The City's employees. Designated City personnel who are trained super users will have access to the Eceptionist Service Desk and contact information will be provided.

The role of the Eceptionist Service Desk is to:

- Be the first point of contact for The City's super users calling to report an incident/inquiry.
- Provide Tier 1 support via email and chat to all users
- Follow the Eceptionist -based incident management process by first opening a trouble ticket for tracking; provide The City with a reference number for follow-up.
- Escalate to 3rd level support as required to ensure quick response and recovery in case of an outage.
- Provide regular recovery status updates to The City and internal teams to ensure appropriate level of attention is provided for the recovery process; and,
- Close the trouble ticket and notify the customer.



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Post Go-Live Application Support

The EceptionistCX skilled application support functions include:

- Paged by service desk to investigate application level or communications problems.
- In depth understanding of how the application functions.
- In-depth understanding of how all of the communications interfaces function.
- Understands application architecture.
- Understands customer usage and data flow.
- Investigate production problems to find root-cause and if required develop, test and implement any necessary code fixes.
- Provide The City with documented recovery / problem determination procedures.
- Follow incident, problem and change management process in accordance with the defined procedures, client requirement and ITIL best practices.
- Update application documentation due to approved change requests.
- Continuously maintain and upgrade technical skills and product knowledge as required to meet the demands of the role, including training for all new resources. Provide training to The City and service desk when new features / functions are added to the application.
- Implement or directly provide The City application Change Requests to install bug fixes or enhancements to the application; and,
- Provide routine documented validation testing as documented in approved Change Requests.
- A Service manager will also be assigned to The City

Project Team Qualification

SUPPORT

Eceptionist's Help Desk solution is an important aspect of this offering as a lack of support can translate into poor adoption outcomes. Ensuring that questions, roadblocks, and barriers to use are immediately addressed goes a long way in instilling confidence and translates into positive user satisfaction. Eceptionist believes that providing multiple support channels is key to dissolving barriers to provider adoption; a reliable Help Desk solution is just one of many channels that will be provided to support end-users. Additional support offerings include:

- **Self Help Tools:** Experience has demonstrated that the most common help desk questions from users of the EceptionistCX platform are login issues and use questions that could be resolved with education and training. Therefore, Eceptionist will provide access to self-help tools to ensure that individuals can easily find answers to FAQs and/or self-triage and resolve obstacles on their own.
- **Online Help Guide:** The online Help Guide and training materials will be made available for end-users to access 24x7 to ensure that many support questions can be answered without vendor intervention.

For support needs, tickets, and inquiries that extend beyond what can be resolved with self-help tools, Eceptionist offers two different options for Help Desk Support from which the Client may choose.



Help Desk Tier 1+ Solution: Under the Tier 1+ Solution, Eceptionist will provide support direct The City's designated Super-Users. A Help Desk phone # and online issue tracking system will be made available to users to engage the Help Desk directly with questions. Within this level of support, Help Desk operating hours are Monday – Friday, 7am– 7pm CST/CDT. Chat/email support is additionally available to all users to supplement the assistance that The City would provide directly to its Partners.

The Tier 1 Help Desk can be reached by toll-free # and the issue tracker. Support is available 24x7 to address any issues deemed Critical Level 1. Any Level 1 issue reported in the issue log and/or to the support email outside of business hours will trigger an immediate notification to on-call support. Accounts to the online issue tracker tool will be provided to a designated number of Client Super-Users/IT Support for reporting and tracking issues, defects, and enhancement requests. Included with Tier1+ and Tier2+ support is a commitment to responding to and resolving tickets on time. The following table outlines the Ticket Resolution process included in both levels of support.

TICKET SEVERITY	DEFINITION	NOTIFICATION	ACTION	RESPONSE & RESOLUTION TARGETS
1 Critical	Unable to perform a mission-critical business function and where there is no workaround or an underperforming Workaround. (Failure or disruption in service with a critical business impact on the Client; the problem has disrupted Service to the Client; major degradation in Service resulting in a significant impact on Client business operations; business risk is high with a major impact on the Client)	Defect is logged with the Support Desk by phone and in the online issue reporting tool by either the Client or Vendor, and the Defect is escalated immediately	Continuous work by the Eceptionist support team until the Defect is resolved	Response: 60 minutes within business hours; 90 minutes outside of business hours Resolution: Eceptionist will work to resolve Defects as soon as possible and within 24 hours from initial ticket creation.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in a moderate impact on the Client's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist until the Defect is resolved, or as agreed with the Client	Response: 4 hours within business hours; 1 business day outside of business hours Resolution: 3 days or as agreed with the Client

Acceptance Testing



All modifications and updates to EceptionistCX, including system updates, process updates, changes in resources (staffing or support), or issue resolution, will not be implemented in production without undergoing testing required by the Test Plan and confirmation from all required parties in writing. This applies to modifications before the initial go-live and system support after EceptionistCX is live in production. Prior to implementation:

- Eceptionist will ensure that all testing activities are executed and that each component meets or exceeds all functional and technical requirements.
- Eceptionist will confirm each component is within all security boundaries and requirements.
- Eceptionist will complete all testing, confirm all requirements have been defined and met, and obtain Eceptionist testing signoff.
- Eceptionist will confirm all The City testing is completed and that The City signoff is provided.
- Test results will be provided to The City before requesting approval to move into Production.
- Confirmation of the testing must be provided in writing before test execution is considered complete.

To ensure new features and modifications can be fully tested and confirmed before implementation, Eceptionist will maintain an EceptionistCX integrated test environment before go-live and after go-live. This test environment simulates and represents the production environment to allow End-to-End (E2E) testing of all needed scenarios.

FULL SOLUTION INTERFACE	The City EceptionistCX test environment will be a full replica of the Production system, including all solution screens and aspects of the user interface
REPORTS	All Production reports for all-level users, standard through administrative, are available and can be run in a test environment
INTEGRATION	The test environment will include full integration with all external vendors and entities and EceptionistCX functionality, as far as external parties will allow test environment connectivity
FULL SPECTRUM	End-to-End Testing of full processing of all features of the EceptionistCX Platform will be available

Solution Maintenance

Under Eceptionist's proposal, Eceptionist is planning to provide Client's licensed users with access to the EceptionistCX' s multi-tenant version of the system. (Please note that Eceptionist is happy to provide Client with a proposal to access a dedicated instance of EceptionistCX upon request). Eceptionist's proposal to Client with respect to providing access to the EceptionistCX turnkey service is one that includes the following:

- Managed infrastructure
- All EceptionistCX updates and upgrades during the Term
- Dedicated white labeled Client landing page to access the EceptionistCX service.
- System and Data backups
- System monitoring
- Interface monitoring



To ensure the EceptionistCX meets all Client requirements and needs when accessing the service, Eceptionist's consolidated test strategy covers all aspects of solution quality and design. Our approach begins with Eceptionist's Testing Management methodology. The methodology we use to support us in delivering high-quality testing services, including a repeatable foundation for testing within the following stages.

Test Initiation: We first work with the Client to build a test foundation to meet the needs of the Project. We clarify the roles / responsibilities of each of the activities providing a mutual sense of commitment.

To validate the EceptionistCX service for the Client, Eceptionist will prepare test environment(s) to perform full pre- implementation unit, quality, user-acceptance, and E2E integrated testing operations by the Client or Client contractors.

Requirements: Review requirements to ensure completeness and testability and conduct ambiguity analysis of design specifications. This increases our understanding of the CRM/IRD Platform and alerts us to the level of testing needed for each requirement.

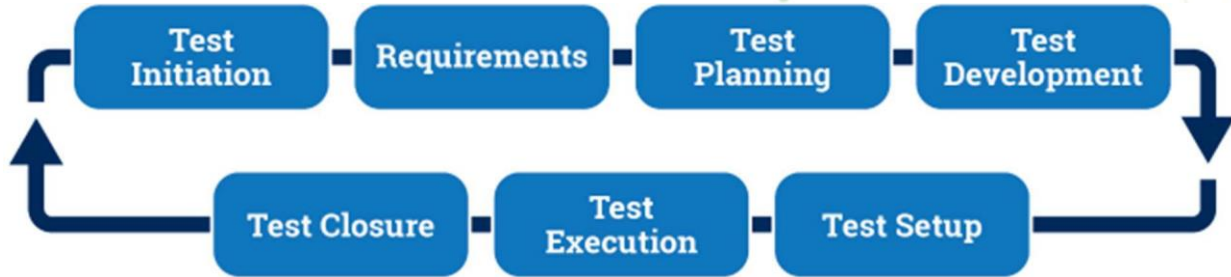
Test Planning: Development of test plan establishing approach, schedule, and deliverables, including recommended deliverables not defined by the Client. It defines acceptance criteria and tolerance levels for identified defects and their severities. During planning, we assess current testing tools, processes, and skills of the Client staff supporting testing and work with you to determine the level/type of knowledge transfer or training required by the team for testing.

Test Development: Bridging the gap between requirements gathering and test execution, we work closely with the Client staff to ensure project requirements are translated fully and accurately into a set of repeatable test cases, as well as a Release and Configuration Plan that will support each test phase. This includes evaluating the solution design to clearly identify the test scope, and developing test cases, functional/technical test data, scenarios, and use cases.

Test Setup: The Client will communicate with Eceptionist to coordinate a complete/accurate set of test cases that are based on real-life scenarios, review any test cases that currently exist, maximize the accuracy of testing, and work with the project, so the test environment contains data representative of conditions found in production and developed with production hardware/software.

Test Execution: This is the most visible/anticipated test stage, with multiple iterations of testing being done and stakeholders receiving status and notifications of results. It is essential to carefully facilitate test execution, maintain traceability, and manage test data/results to communicate timely/accurately the status of testing, including open/potential defects. Eceptionist ensures all testing activities are executed, and each component meets or exceeds all the functional, technical, security and performance requirements prior to implementation. Confirmation of testing is provided in writing before test execution is considered complete.

Test Closure: As the end of testing draws close, pressures to remain on the schedule are strong. At this crucial time, we ensure the EceptionistCX Platform has been thoroughly tested, that the defined level of defects has been fixed, and all outstanding test items have a documented/approved plan for completion.



PROJECT IMPLEMENTATION & TRAINING

Project Timeline & Work Breakdown Structure

The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.

Task	Start	Finish	Duration	Owner
City of Spokane Project Timeline	09/06/23	01/18/24	97d	
Contract Execution	10/02/23	10/02/23	1d	Vendor
Project Kick Off Meetings	10/03/23	10/05/23	3d	Customer / Vendor
Work Product Deliverables (Transition)	09/06/23	11/23/23	57d	Vendor
Communication Plan and Governance Structure	10/24/23	10/24/23	1d	
Plan of Operations Due	10/31/23	10/31/23	1d	Vendor
Training Plan Due	09/06/23	09/06/23	1d	Vendor
Additional Project Documents as Needed	10/25/23	11/23/23	22d	Vendor / Customer
Requirements Analysis & Design (Transition)	10/06/23	10/27/23	16d	
Standard Data Content Requirements: Referral Templates	10/06/23	10/26/23	15d	Vendor / Customer
Other Standard Forms	10/06/23	10/26/23	15d	Vendor / Customer
Workflow & Tasks (Action Handler) Confirmation	10/06/23	10/26/23	15d	Vendor / Customer
Queues Confirmation	10/06/23	10/26/23	15d	Vendor / Customer
Permission, Groups, Roles	10/06/23	10/26/23	15d	Vendor / Customer
Custom Reports (Priority One)	10/06/23	10/26/23	15d	Vendor / Customer
Milestone: Initial Business Requirements Confirmed	10/27/23	10/27/23	1d	Customer
Technical Requirements Analysis & Design (Transition)	10/06/23	10/20/23	11d	
SSO / AD Integration	10/06/23	10/09/23	2d	Vendor / Customer
Integration with eSupervision Scope & Workflow Analysis	10/10/23	10/12/23	3d	Vendor / Customer
Data Migration, Conversion Requirements Defined	10/06/23	10/20/23	11d	Vendor / Customer
Provide sample data set	10/06/23	10/06/23	1d	Customer
Data Analysis	10/09/23	10/20/23	10d	Vendor
Template and format design	10/06/23	10/19/23	10d	Vendor
Application Configuration & Development (Transition)	10/02/23	11/16/23	33d	
Environment Set-Up & Ready	10/02/23	10/02/23	0	Vendor



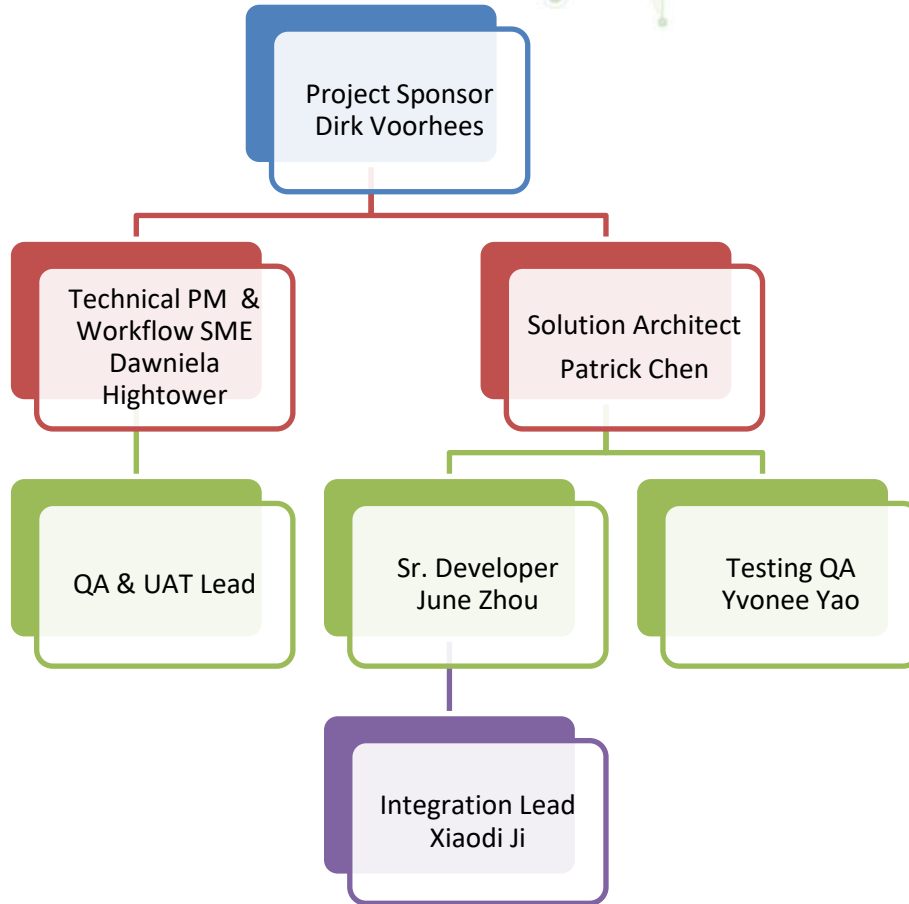
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Data / Referral Templates Configuration & Import	10/03/23	10/16/23	10d	Vendor / Customer
Application Overall Configuration to Baseline Requirements	10/03/23	10/23/23	15d	Vendor
Apply Client Customizations & Configurations	10/24/23	11/06/23	10d	Vendor
Regression & Functional Testing	11/02/23	11/06/23	3d	Vendor
Milestone: Demo to Client	11/07/23	11/07/23	1d	Vendor
Data Migration Tasks	10/20/23	11/16/23	20d	
Migrate Resource Records	10/20/23	11/02/23	10d	Vendor
Validate & Resolve	11/03/23	11/16/23	10d	Vendor / Customer
Transition System Integration Design & Implementation	10/06/23	11/06/23	22d	
Establish Secure Connection	10/06/23	10/19/23	10d	
AD / SSO Integration Configuration & Testing	10/06/23	10/12/23	5d	Vendor / Customer
eSupervision Configuration & Testing	10/24/23	11/06/23	10d	Vendor
Test Site Configuration & UAT	11/08/23	11/21/23	10d	
UAT	11/08/23	11/10/23	3d	Customer
Final Software Config, Fix & Resolution	11/08/23	11/21/23	10d	Vendor
Milestone: User Sign-off	11/21/23	11/21/23	0	Customer
Training & User Support	10/06/23	01/18/24	75d	
Develop training & support materials (Ongoing)	10/06/23	01/18/24	75d	Vendor
Administrator Training	11/08/23	11/14/23	5d	Vendor / Customer
Super User & Other End-User Training	11/13/23	11/17/23	5d	Vendor / Customer
Production Preparation & Cutover	11/22/23	11/27/23	4d	
Prep, Clean Test Site & Update Production	11/22/23	11/23/23	2d	Vendor
Complete Cutover Steps	11/22/23	11/27/23	4d	Vendor
Production Validation	11/22/23	11/27/23	4d	Vendor
Integrations Verification	11/22/23	11/27/23	4d	Vendor
Service Desk Readiness	11/22/23	11/27/23	4d	Vendor
User Onboarding Support / Verify Account Access	11/22/23	11/27/23	4d	Vendor / Customer
Milestone: Operational Go-Live	11/28/23	11/28/23	1d	Customer
Transition to Support: Responsive Improvements	11/29/23	01/09/24	30d	Vendor / Customer
Work Product Deliverables (Post Operational Date)	11/29/23	04/30/24	110d	
Consulting, Customization & Training	11/29/23	04/16/24	100d	Vendor / Customer
(Optional) Priority Two Enhancement Agile Development	11/29/23	04/02/24	90d	Vendor
Full Transition to Operational Activities	04/03/24	04/30/24	20d	Vendor / Customer

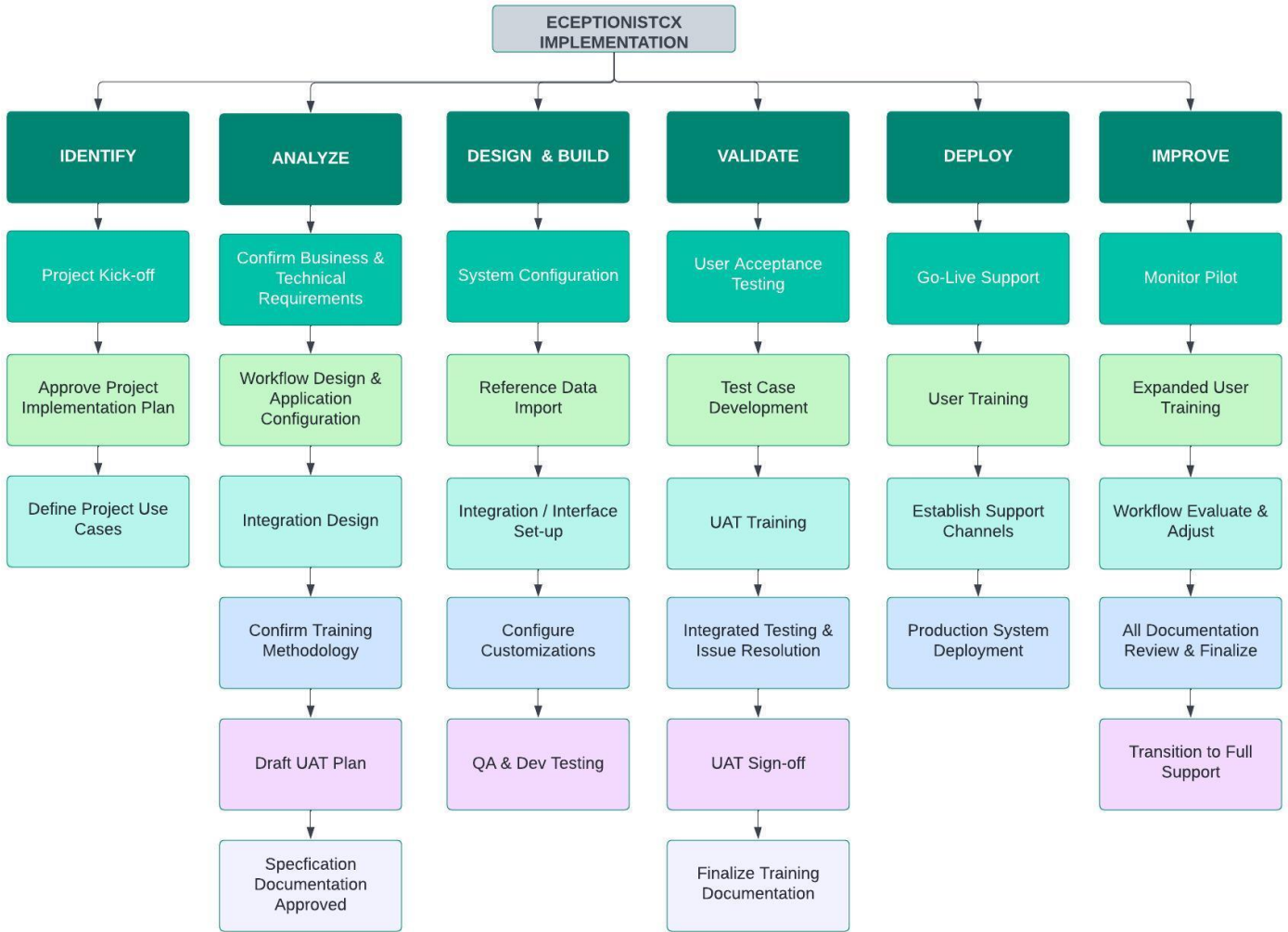
Project Team

The following diagram presents the Eceptionist Project Team organization chart which indicates the team structure, membership, and roles of each of the team members responsible for servicing an agreement with the City.

Resumes for key personnel has been provided.



The project team has extensive experience in providing best-in-class referral and workflow solutions to a variety of clients within different countries around the world that manage and provide portfolios of services. The table below provides specific implementation experience demonstrating similarities of several examples that should provide The City with a high level of confidence in our ability to exceed the requirements of this project.





TRAINING APPROACH

Eceptionist delivers training to all clients using a “just-in-time” principle. This training curriculum is tailored to the role of the learner and provided near the time when this new skill is required. Training materials such as a training guide, tip sheets, online help guide, and user guides are provided as part of the training curriculum. While we often employ principles of train-the-trainer, some customers have requested that we develop training programs to include training of all their end-users.

For example, the EceptionistCX platform was rapidly deployed at the Louisiana Department of Corrections in response to an emergency government mandate that increased inmates' health standards. With a project timeline of only six weeks, Louisiana employed Eceptionist to train administrative staff and clinicians in over 100 locations across the state. Eceptionist responded by developing a training program that included recurring training sessions, lunch and learn access to web-based self-learning tools, and a strategy for continuing training over the 12 months post go-live.

Eceptionist's services do not stop at providing software; we partner with customers - before, during, and long after go-live to ensure their success. This partnership can take many forms but is ultimately intended to ensure continued quality and customer success.

Eceptionist will partner with The City in the development of a cohesive, robust training strategy that will include:

- Training needs assessment support – leveraging information from the environment scan to help determine who from The City should be trained and the information to be taught.
- Training curriculum and materials review – sharing best practices and feedback on course materials and instructional methods.
- Training pilot activities – supporting pilot development and participating in pilot activities.
- Training delivery and deployment schedule support – sharing insights gleaned from engagement activities to ensure workforce constraints are considered.
- User training feedback review – collecting and discussing training participant feedback and determining the best approach for incorporating input into training materials.
- Side-by-side coaching to ensure user are confident with their new skills.

Eceptionist will collaborate with The City's resources to deploy a training program customized to the generalized workflow and various use cases. Training will be provided on an ongoing basis from implementation through the project's life to include UAT, Administrative/ Super-User, and End-User Training.

A training approach that includes both train-the-trainer and a direct to end-user training curriculum is recommended. The training strategy is expected to mature as software adoption increases. To support the incremental growth in the user base, the training strategy has been divided into multiple approaches covering both short- and long-term training needs.



As part of the training, trainers will educate learners on all aspects of the application and provide training materials, along with customer-specific tip sheets designed to reflect the customer use cases and workflow. A standard application help guide is also available online and accessible via the application. The online help guide can be queried with questions and dynamic searches from within the application to provide user support at the point of use.

The various training types and modes of delivery being recommended within this project are described below:

Initial Go-Live Training: Train-the-Trainer

Eceptionist trainers will deliver Group-based training to identify system administrators and super-users. This type of training would typically be delivered in the method of Train-the-Trainer. This approach provides in-depth instruction on all aspects of the system and usually requires up to 2 days of training, delivered all at once (on-site) or in smaller segments (virtually). Multiple train-the-trainer sessions may be scheduled during and post-implementation to accommodate The City's breadth of learners.

The objectives of the Train-the-Trainer approach are to:

- Provide super-users and administrators with a thorough education on all applicable use cases, training materials, and best practice guidance for delivering support within their area
- Transfer knowledge regarding areas of the application that can be updated and customized by an authorized user without vendor intervention
- Prepare The City Trainers (if applicable) with the tools to support adoption
- Prepare The City testers with the tools for completing UAT

Initial Go-Live Training: End-User Training (Referral Staff, External Providers)

Group-based training will be delivered virtually or in-person (The City's choice) to The City designated users that are part of the initial roll-out of EceptionistCX. This training will include thorough instruction on managing and triaging referrals, adding urine test results, and all other user cases that are incorporated in the rollout. This approach ensures that learners understand how to use the system's functions that pertain to their role. End-user training sessions can be completed in 1-3 hours (length depends on user role) and could be conducted in-person or virtually.

The objectives of the Direct to End-User training approach are to:

- Instruct The City users how to navigate through the system and use EceptionistCX to review and triage referrals, add test results, etc.
- Ensure users understand the EceptionistCX use cases and workflows available to them and how to operate those use cases in the system.

Initial Go-Live Training: External User Training (Partners)

Group-based training will be delivered and offered virtually to the Partners that are part of the initial roll-out (Pilot) of EceptionistCX. This training can be delivered through a combination of pre-recorded videos and/or brief instructor led virtual session, such as a Lunch and Learn. This training will include thorough instruction on how to receive referrals, provide assessments, test results and monitoring



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back to The City. This approach ensures that learners understand how to use the system's functions that pertain to their role. Partner training sessions can be completed in 30-45 minutes and would typically be conducted virtually.

The objectives of this Direct to Partner training approach are to:

- Instruct Partners how to navigate through the system and use EceptionistCX to view and receive referrals, provide assessments and test results.
- Ensure Partners understand the resources and information available to assist them with managing a quality referral
- Communicate the benefits of the platform.
- Enable referrers with self-help tools to address any future questions or education needs.

Ongoing Training: End-User

Employing the principles of the initial go-live training, end-user training will be offered throughout the project as new groups are onboarded and new staff are hired. Eceptionist in partnership with The City project team will continue to deliver training as requested until all training contract hours have been consumed.

Ongoing training will be offered on a recurring bi-weekly or monthly basis to new organizations and users as part of a rolling onboarding approach during the first year.

Continued Refresher Training

Post go-live training education and support are intended to encompass supplemental training on specific workflows, new-release training on new use cases and functionality, and instructional videos. Supplemental and new-release training will be delivered virtually via webinar or recorded video. Typical live training sessions will last up to 1-hour.

Supplemental Training Videos

The development of videos to provide training can be effective as a training support tool to educate end- users on the "how-to" for specific functions or workflows. Videos are recorded using a customer test environment that does not contain PHI. Videos would typically range from 5 to 10 minutes and be accessible from a central location for users to view without downloading the video file.

Upgrade & Version Release Training

Upgrades and maintenance is included in the annual software fee. Eceptionist will continue to provide training and training resources for all releases of upgrades and new features.

Training Tools will include:

- User Guides
- Tip Sheets
- Web-based Help Tool
- Training videos
- Curriculum Management
- Trainee Learning Tracking & Reporting
- Release Notes



APPLICATION TECHNICAL INFORMATION

Hosting & Infrastructure

Eceptionist uses Microsoft Azure as the service provider for hosting our EceptionistCX solution. It is one of most leading hosting service providers and has leveraged its constantly-expanding worldwide network of data centers to create Azure, a cloud platform for building, deploying, and managing services and applications, anywhere, and provides secure, reliable access to the cloud hosted data—one built on Microsoft's proven architecture.

Our SAAS solution is hosted in the East UA region as the primary location and Central region as the backup location. Besides this, Azure constantly maintains three healthy replicas of the data, it ensures that the application database is internet accessible through an internet gateway with sustained database availability, and monitoring assesses the health and state of the active databases at five-minute time intervals.

The infrastructure proposed for EceptionistCX solution in each Azure region has a redundant and high availability infrastructure in both front and back ends to protect from the single point of failure.

The Microsoft Azure Cloud Infrastructure designs, builds, operates, and improves the security of the cloud infrastructure. It ensures that the Azure infrastructure is delivering high availability and reliability, high efficiency, and smart scalability.

Microsoft Azure has uninterruptible power supplies and vast banks of batteries ensure that electricity remains continuous if a short-term power disruption occurs. Its emergency generators provide backup power for extended outages and planned maintenance. If a natural disaster occurs, the datacenter can use onsite fuel reserves.

Microsoft Azure uses high-speed and robust fiber optic networks connect datacenters with other major hubs and internet users. Compute nodes host workloads closer to users to reduce latency, provide geo-redundancy, and increase overall service resiliency. Microsoft Azure team of engineers works around the clock to ensure services are persistently available.

Microsoft Azure ensures high availability through advanced monitoring and incident response, service support, and backup failover capability. Geographically distributed Microsoft operations centers operate 24/7/365. The Azure network is one of the largest in the world. The fiber optic and content distribution network connects datacenters and edge nodes to ensure high performance and reliability.

Microsoft designs, builds, and operates datacenters in a way that strictly controls physical access to the areas where your data is stored. Microsoft understands the importance of protecting your data, and is committed to helping secure the datacenters that contain your data. We have an entire division at Microsoft devoted to designing, building, and operating the physical facilities supporting Azure. This team is invested in maintaining state-of-the-art physical security.



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Microsoft takes a layered approach to physical security, to reduce the risk of unauthorized users gaining physical access to data and the datacenter resources. Datacenters managed by Microsoft have extensive layers of protection: access approval at the facility's perimeter, at the building's perimeter, inside the building, and on the datacenter floor. For more detail information about Microsoft Azure data center building security and policies, please visit <https://learn.microsoft.com/en-us/azure/security/fundamentals/physical-security>.



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Management Proposal

Eceptionist has a long history and a strong presence providing health and social care software solutions to organizations across the globe. With more than 20 years in business, Eceptionist is a well-established, leader in offering Commercial Off the Shelf (COTS) software solutions that improve the efficiency and facilitate care coordination for our clients and the consumers they serve.

As part of this proposal we are recommending, our EceptionistCX platform; a robust web-based solution comprised of multiple modules that can be implemented independent of each other or together for a seamless experience. The EceptionistCX application is web-based, offering multiple delivery models including SAAS, cloud hosting by customer and installation on premise. Our proposal to the City of Spokane (The City) is to provide an all-encompassing SAAS solution that includes a our closed-loop referral management platform and supporting scheduling features.

The Eceptionist experience provides The City with an implementation and support team led by skilled project managers with over 20 years' experience, providing leadership for health and social service transformation projects and a background in statewide, county and provincial solutions. Our project manager will also be supported by a talented team with a history of providing superior services to our Department of Corrections clients in particular, as well as by an expansive pool of functional experts and technical engineers.

Eceptionist understands the goals of The City and is offering a solution that exceeds the objective of this initiative.

Exceeding Customer Expectations

Although the EceptionistCX solution is a COTS product, we recognize that The City has a detailed scope of work that may differ from the EceptionistCX baseline functionality. For each individual requirement where this occurs, we have explained our solution's approach to meeting the requirements. Eceptionist has demonstrated experience implementing our COTS solution in complex environments with mature processes that demand a vendor who can accommodate and translate their needs into a baseline software. This is in fact an area in which we believe to have a competitive advantage.

Our team of project managers, analysts and subject matter experts are uniquely qualified at interpreting customer business requirements into software solutions that deliver on expectations. Our team of engineering support has demonstrated success at incorporating enhancements into our COTS solution through configuration such that customer environments remain flexible enough to accept standard upgrades and improvements.

Proven examples of EceptionistCX delivering on expansion of features to meet customer needs includes when Vital Core Inc. conducted a market scan to identify a referral and specialty care management solution that could be rapidly implemented for their client the Mississippi Department of Corrections (DOC). An important need for Vital Core was to acquire a platform solution that is flexible enough to be implemented across states and clients, meeting the unique requirements of different DOC organizations. Ultimately, Vital Core selected Eceptionist's proven referral platform for its ability to be customized through configuration. This ability to take a COTS solution and then



customize it for each of the state's where they operate was a key advantage.

Rapid Implementations

Eceptionist has demonstrated experience deploying in high visibility, statewide/county projects under short time frames. In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on a platform that launched in 6-weeks. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased approach.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused EHR. LDOC processes thousands of referrals and appointments each month.

Company Information

Eceptionist, Inc. (www.eceptionist.com) is a leading provider of care coordination software solutions providing cloud-based applications that support organization's ability to coordinate care and manage the delivery of services across sites, regions and countries. Eceptionist is a Texas based company with headquarters in Houston Texas. Since 2000, we have been helping clients reduce costs and optimize the delivery of healthcare services. Our global client portfolio includes regional and statewide health systems in the United States, State Department of Corrections and Federal Prisons, university medical centers, the National Health Service (NHS) in the UK and Ireland, provincial health services within most Canadian provinces and previous projects in Australia and Continental Europe.

Eceptionist's first installation of the Eceptionist solution occurred in 2000. Since, organizations around the globe have been utilizing the Eceptionist platform to coordinate care and manage all types of collaborative workflows. Tens of millions of events and activities have been managed using Eceptionist solutions and services over the last 20 years.

PROJECT PERSONNEL

A highlight of key personnel credentials and responsibilities is included below:

Project Sponsor | Dirk Voorhees

Dirk is a Principal of Eceptionist with over 25 years' experience working in Health IT, designing business solutions that encompass software development and design. He is one of the founders of Eceptionist, with hands-on experience overseeing all the company's original implementations. He brings vision and extensive experience providing project oversight to multiple types of software implementations.



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He has over 20 years' experience overseeing implementations of EceptionistCX globally in the US, Canada, UK, Italy, and Australia, including:

- Executive Project Lead, Louisiana Department of Corrections
- Product and Solutions Design Lead, CritiCall Ontario
- Executive Project Lead, Baylor St. Luke Health System
- Executive Project Lead, Optum Healthcare
- Executive Project Lead, BCEHS

Technical PM, Implementation & Training Lead | Dawniela Hightower

Dawniela has been leading implementations of EceptionistCX for nearly a decade. Her experience in software implementation includes managing numerous large-scale implementations with complex integrations and developing training programs and strategies for adoption. She brings extensive healthcare knowledge to projects, having previously served as both a consultant and trainer on many types of Health IT projects, including HIEs, EHR implementations, and quality initiatives. Her project experience includes:

- Implementation and Training Lead, Mayo Clinic
- Implementation and Training Lead, Dana Farber Cancer Institute
- Implementation and Training Lead, Vital Core, Mississippi & Delaware Department of Corrections
- Implementation and Training Lead, BCEHS
- Implementation and Training Lead, Children's Hospital of Orange County
- Implementation and Training Lead, Webb County
- Implementation and Training Lead, Optum Case Management

Solution Architect and Lead Systems Engineer | Patrick Chen

Patrick has been engineering software solutions for Eceptionist for more than 20 years. He is both an experienced software engineer and an applications integrator. He oversees a team of engineers and is responsible for bringing Eceptionist's roadmap to fruition. His technical experience includes proficiency in C/C++, C#, Python, Swift Assembler language, Java, JavaScript (jQuery, React.js, Vue.js), SQL, HTML, FHIR, CSS, PHP, and VB. His experience and roles include:

- Solutions Architect / Integration, Dana Farber Cancer Institute
- Solutions Architect / Integration, Vital Core, Mississippi & Delaware Department of Corrections
- Solutions Architect / Integration, BCEHS
- Solutions Architect / Integration, Children's Hospital of Orange County
- Solutions Architect / Integration, Webb County
- Solutions Architect / Integration, Optum Case Management



ECEPTIONIST CONTRACTS & REFERENCES

REFERRAL CUSTOMER EXAMPLES

Mississippi Department of Corrections, Vital Core | 2022 – Current

Dr. Raman Singh, Chief Medical Office, rsingh@vitalcorehs.com

Vital Core selected EceptionistCX solution for case management and to manage specialty care referrals within state Department of Corrections Healthcare programs. In particular, within the Mississippi Department of Corrections, the EceptionistCX solution is being utilized for case management of hospital admissions and transitions of care.

The solution is currently being implemented for the Delaware Department of Corrections as part of project expansion.

Technical Highlights: An interface between EceptionistCX and the State's Offender Management System is included in this implementation.

CHOC Children's Hospital, Orange County | 2017 - Current

Gina Cadogan, gina.cadogan@choc.org, Director

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected EceptionistCX to implement a referral portal to facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff. The project contained bi-directional integration with the Cerner electronic health system and with a cloud fax server.

Technical Highlights A bi-directional interface between the EceptionistCX and the clinical system.

Louisiana Department of Corrections, Baton Rouge | 2013 – Current

Melanie Benedict, RN Manager, melanie.benedict@la.gov

Louisiana Department of Corrections (LDOC) – Central Healthcare System: LDOC operates a central referral hub for processing referrals to specialists for the entire inmate population throughout the state. The challenges of processing referrals, managing workflow and the burdensome nature of authorizations is experienced similarly by LDOC. LDOC has been using EceptionistCX since 2013 to create, receive, and manage electronic referrals.

Technical Highlights: An interface between EceptionistCX and the State's Offender Management System.



STATEMENT OF CONTRACT TERMINATION

Eceptionist has not had any contracts terminated for default in the 20+ years the company has been in business.



Cost Proposal

This proposal highlights Eceptionist's proposal for the City of Spokane through its City and County Supervision Departments/Criminal Justice Services ("Spokane") to use the EceptionistCX service as a tool to manage referrals and related activities for defendants going through the Spokane or County legal system via the EceptionistCX enterprise portal and CustomerCX portal.

ECEPTIONIST SOFTWARE PRICING

The Eceptionist pricing model being proposed is designed for Spokane and the defendants that Spokane provides the services defined in the related RFP. This option comes with the following features:

- Use of EceptionistCX Software as a Service (SaaS).
- Organizational Landing Page– Under this proposal, Spokane will get its own landing page (one for the enterprise portal and one for the CustomerCX portal) that can be white labeled for Spokane. Note, white labeling includes incorporating Spokane's logo and a Spokane label but does not include changing the layout of the Eceptionist platform
- Integrated URL – Under this option, Eceptionist will work with Spokane to integrate the URL into the Spokane's website

PRICING STRUCTURE

The service and fee structure that Eceptionist is proposing to Spokane to support the referral requirements for the services defined in the related RFP via EceptionistCX portal is a service-based model.

Agreement Term (the "Term"):

Five (5) years starting from the Effective Date of an Agreement. The Agreement will automatically renew for additional, successive one-year periods, unless either party gives the other party written notice of termination at least 90 days before the end of the initial term or of any successive two-year term thereafter.

Accessed Products:

EceptionistCX' s ReferralCX, CustomerCX plus the related administrative tools.

Annual Service Fee

For each annual period (i.e., 12 month period – "Measurement Period") during the Term of the Agreement, Spokane agrees to pay Eceptionist a Annual Software fee of \$95,000 (the "Annual Service Fee") for use of EceptionistCX in a given Measurement Period across all of Spokane as it



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relates to the services being managed via Eceptionist.

PRICING NOTES:

- Enterprise access for Spokane to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) are due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
 - Unlimited number of Patients/Defendants
 - Unlimited number of Providers
 - Unlimited number of Regional Treatment Partners
 - Unlimited number of Users
 - Unlimited number of Spokane sites
 - Unlimited number of events (i.e., referrals, scheduled appointments)
 - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Note, Eceptionist would be happy to provide tier 1 support for defendants but additional fees would apply and more information would be required. Please note that in our experience, defendant/patient users do not require support as there are many self-help tools that we will make available as part of the project.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 message segments (up to 136 characters for each segment). Spokane will be required to pay for SMS/text messages beyond this annual allotment.
- The default message medium within EceptionistCX for notifications, confirmations, reminders, etc.... is email messages. EceptionistCX will be happy to support any type of notification, confirmation, reminder, etc.... via SMS/text but Spokane will be required to purchase blocks of SMS/text segments to support this.
- Additional SMS/text message segment blocks can be purchased at any point during the Term of the Agreement for the following price:
 - Block of 50,000 message segments (up to 136 characters for each segment) for \$2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Spokane to Eceptionist under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Eceptionist's net income, Spokane shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Spokane shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit



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- Spokane will have access to 2 different EceptionistCX environments including Production and UAT.
- **This pricing assumes that the EceptionistCX services proposed to Spokane are provided out of a SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term and not a license in perpetuity.**

REPORTS

Eceptionist has assumed no custom reports. Spokane will get access to all of the canned reports related to the functions in Eceptionist that Spokane has access to.

TRAINING

Eceptionist has assumed a "train the trainer" approach for this project. Eceptionist has assumed 10 days of training effort for this project of which 5 days are allocated to web based functional and admin training with the remaining days allocated to training preparation, web-based and implementation related training. Ongoing training is included in the annual service fee.

ONBOARDING FEES

Onboarding services and professional services (excluding data migration and customer reports) described in the RFP are included the total pricing.

Integration

Eceptionist has assumed the following integration for this project.

ADFS Integration

Eceptionist will integrate EceptionistCX with Spokane's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/internet connection
- Spokane can whitelist the EceptionistCX server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Spokane's domain users but is not deployed to support single sign on.

Spokane ADFS Authentication Integration Work

- Spokane will need to set up the ADFS server and federation service



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- Spokane will need to make the site accessible to the Eceptionist site over the internet or whitelist Eceptionist site IPs on Spokane firewall
- Spokane will need to make Eceptionist site to be "Relying Party Trust" on the ADFS server
- Spokane will need to set up a trust relationship from the Eceptionist application to the ADFS service
- Spokane will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to Eceptionist in a security token.
- Spokane will provide the trust certificate used by Spokane ADFS
- Spokane will provide a test account and system for the integration testing

Eceptionist ADFS Integration work

- Eceptionist will provide a login page for ADFS
- Eceptionist will configure Eceptionist application to support ADFS authentication
- Eceptionist will install Spokane ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Eceptionist and Spokane team will need to confirm the permission mapping requirements during the implementation

eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defenders/patient's that are created, updated and transferred into Eceptionist. The assumptions around this integration are included below:

- One instance of the Defender Management System
- Data standard: CSV text format
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or Eceptionist can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and Eceptionist will pick up the data files and process accordingly.
- Integration Data Flow Direction: One direction only from Defender Management System to Eceptionist, the defender records created or updated in Eceptionist will not be sent back to the Defender Management System.
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Please note that Eceptionist is happy to integrate EceptionistCX with the Defender Management System using a different method of integration accomplishing different goals but what is described above is the most common ways that we have seen integration work with defender management systems in the past.

The estimated fees for the integration options above are included below.



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Integration Options*	Effort (days)	Fees**
ADFS Integration	7	\$10,500
Defender Management System Integration	10	\$15,000

TRAVEL

Eceptionist has assumed that all of this work will be done remotely and off-site. In the event that travel costs are required, Spokane would be responsible for reasonable travel and accommodation expenses that are approved in advance by Spokane.

FEE SCHEDULE

Included below is a breakdown of the overall fees over the Term proposed in this proposal.

Initial Term	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Service Fee	95,000	95,000	95,000	95,000	95,000	475,000
ADFS Integration	10,500					10,500
Defender Management System Integration	15,000					15,000
Total	120,500	95,000	95,000	95,000	95,000	500,500



OPTIONAL SERVICE PRICE SHEET

The following represents optional services not included in the proposed Fee schedule.

Task	Description	Price
Custom Reports	<p>Pricing generally ranges based on complexity of report as follows:</p> <ul style="list-style-type: none"> • Simple = \$4,000 • Medium Complexity = \$8,000 • Complex KPIs / Dashboards = \$14,000 	\$4,000 - \$14,000
SMS	<p>The Annual Service Fee includes SMS/text messages to support dual factor authentication during a user's first-time logging into the application. Dual factor authentication for subsequent user logins, would utilize email unless otherwise specified. To enable dual factor authentication at every login using SMS/text requires the purchase of a block of SMS/text segments. The default medium for sending automated notifications, confirmations, reminders, etc. is email. The email service is included in the annual service fee. To enable SMS/text notifications requires the purchase of a block of SMS/text segment</p>	<p>SMS/text message segment blocks can be purchased at any point during the Term of the Agreement for the following price: Block of 50,000 message segments (up to 136 characters for each segment) for \$2,100 USD</p>
Data Migration / Import Service	<p>Development of tool customized to customer's data requirement for importing events using a self-service tool Includes support to assist with import. 1x set-up fee</p>	\$15,000
Data Export Service	<p>1x set-up fee</p>	\$10,000
Zoom / MS Teams integration for Telehealth Scheduling	<p>EceptionistCX includes COTS api integration with Zoom and/or Teams leveraging customer provided accounts for the purposed of scheduling virtual events from within EceptionistCX with embedded conference links.</p>	INCLUDED



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Appendix A

INTEGRATION MODELS AND METHODOLOGIES

— System Embedded Integration

When EceptionistCX is required to frequently interact with other systems/applications at the user presentation/interface level, it can use the System-level integration model to work as an embedded system within other systems; especially other systems that are web-based. The typical methodologies used with this integration model are portal technology, URL redirecting or page inner frames or popup windows.

For example, a client application can open the EceptionistCX application directly by calling the EceptionistCX service gateway URL with a set of pre-defined parameters and actions to access EceptionistCX UIs and functions, such as click to submit/open service request, click to book/view/cancel appointment, click to take surveys, etc. and the parameters of URL will be encrypted for security.

Example query string before encryption:

<https://EceptionistCX.com/servicegateway?Action=bookappointment&SessionId=24148932-2AE7-4D66-9DF2-10501C7FA4B5&Created=20180426184600>

Example query string after encryption:

<https://EceptionistCX.com/servicegateway?q=%2BqyPANVtZbZtsonpfCniCsLHBsNvaP%2Fc%2B4lWEIYnBKYvoUQQnYRCJkGW%2FmiXpe5lxN5poM51FcW7g3eCg%2BybCuDC8lmWwAUQfgjbE3dwwWQE%2Fi6eUw0R5q%2BRZqoOzoezv6j%2F5az9BR9Rf0HlI9Dqj%2B9Ui3VBqxm3%2BcWolnZz6rvb6Oy7dhfKTrCclMdM06kF07SPopkEA449yq5CM8883dgwhoGjmkgApob7yENrYNi%2Btina8nxbkWHQBpi231K%2B7pO0KWvf6z1C3kebtL5GoWjgu2Z9fHnt9Rtk904rCC1aTQIKayK7uww%3D%3D>

— Application-Level API Integration

For more complicated business logic and workflows integration requirements, EceptionistCX contains set of APIs which allow the external systems for data exchange and integration. The following APIs are available out-of-box:

- Order & Service Request Service API
- Appointment Service API
- Clinic Service API
- Provider Service API
- Patient Service API
- Reference Data Service API
- User and Permission API
- Organization and Site API

The Eceptionist platform has been integrated with many different types of systems and many different brands of EHR's over the years. Included below is a sample of some of the systems in which Eceptionist has been integrated with over the years.



- Cerner
- IDX
- GE
- Eclipsys
- EPIC
- MEDITECH
- iSoft
- McKesson
- INPS
- DEERS (US Military)
- Exchange Server
- Allscripts
- Orion Health Portal
- Initiate Client Registry
- Vsee
- Egate
- Orion Rhapsody
- Iguana
- Varian Aria (Oncology System)
- Athena (integration in process)
- Nextgen (integration in process)

— **Message-based Integration**

For Loose Coupling integration, EceptionistCX also supports message-based integration and data exchange, including:

- HL7 & FHIR messages
- Data File Drops and
- Direct Secure Messages
- Fax
- SMS messages
- Message App -What's up
- MS Exchange and Office 365

INTEGRATION EXPERIENCE

Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
HNNCSB Behavioral Healthcare Service Provider Interface supports telepsychiatry, transfer of behavioral health request, and consult data	Bi-directional with Credible	<ul style="list-style-type: none"> • CCD • HL7 SIU 	<ul style="list-style-type: none"> • Patient demographics, Vitals, labs, diagnoses • Appointment



Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
<p>Children's Hospital of Orange County Health System Interface supports the bi-directional transfer of referral data for a closed- loop process; referral and clinical data are moved between EceptionistCX and EMR. Referrals created in Cerner interface into EceptionistCX</p>	<ul style="list-style-type: none"> • Bi-directional with Cerner • Fax 	<ul style="list-style-type: none"> • HL7 ADT (A04, A31, A09, A03) • HL7 MDM • HL7 ORM (O001) • HL7 SIU (S12, S13, S14, S15, S17, S26, Z01, Z03) • Web API with TLS authentication • SFTP File Transfer 	<ul style="list-style-type: none"> • Patient demographic info • Clinical documents • Appointment data, status, and changes • Referral data, history, and status • All referral data fields
<p>Vail Health System Colorado Health System Interface supports patient self- scheduling of vaccines and tests, and covid test lab ordering patient schedules in the EceptionistCX consumer portal; EceptionistCX sends messages to EMR</p>	<ul style="list-style-type: none"> • Cerner • AllScripts 	<ul style="list-style-type: none"> • HL7 ADT (A04, A05) • HL7 ORM (O01) 	<ul style="list-style-type: none"> • Patient demographic info • Lab orders (ORU) • Appointment data and status
<p>Omara Health Exchange Canadian HIE/Healthcare Marketplace Interface embeds EceptionistCX, referral, and scheduling function into the HIE; supports SSO and seamless data exchange between APPS</p>	<ul style="list-style-type: none"> • SSO Identity Management • Proprietary HIE 	<p>FHIR API</p>	<p>Clinical data (schedule, referral/request) Patient demographic info</p>
<p>Dana Farber Cancer Institute Regional Health System Interface supports ingesting patient demographic, admit and discharge data to schedule and deliver bedside cell therapy treatment.</p>	<p>EPIC</p>	<p>HL7 ADT (A05, A038, A01, A11, A03, A13, A08, A17, A18, A31)</p>	<p>Patient demographics Admit, discharge, and transfer date and location</p>
<p>WSBC Workers Compensation Board of British Columbia Interface supports the automated creation of referrals from a credentialed claim. EceptionistCX is receiving claims' file data and triggering a referral based on the claim type</p>	<p>WSBC Provider Portal WSBC Claims Management System</p>	<p>API Web Services</p>	<p>Claims data Provider profile/demographic data</p>



Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
<p>Louisiana Department of Corrections Statewide Healthcare System Interface embeds EceptionistCX request/eConsult window in EMR frame for data transfer between EMR and EceptionistCX. Inmate location and identifiers are transferred via interface/SFTP file transfer.</p>	<p>GE Centricity Fusion Cajun (inmate directory)</p>	<ul style="list-style-type: none"> • Embedded webpage; URL encryption, web services • HL7 ORM (O01) • SFTP 	<p>Inmate location and demographic data Referral and eConsult data</p>
<p>NLCHI Provincial Healthcare System Interface allows for requests created in the clinical system to be interfaced into EceptionistCX, where they are triaged as a consult or appointment</p>	<p>Bi-directional with Health NL (Proprietary clinical system)</p>	<p>HL7 ORM (O01)</p>	<p>eConsult and request record, patient demographic data, and reason for the request</p>



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Appendix B – Resumes

DIRK VOORHEES | PRODUCT AND SOLUTION DESIGN LEAD **RELEVANT PROJECT EXPERIENCE**

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Executive Project Lead, Product Design | 2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within 7 days.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Vail Health | Covid Response Patient Portal

Executive Project Lead, Product Design | 2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Executive Project Lead | 2018 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including eConsults and second opinions.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support the St. Luke's



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project. As part of this project, Dirk worked with the client to confirm the business requirements for “go live.” Dirk also oversaw all training on this project.

Children’s Hospital Orange County (CHOC) | Referral Platform Executive Project Lead | 2018 – Present

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal to facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC’s internal divisions. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Optum (US/United Kingdom) | Referral Facilitation Service Executive Project Lead | 2015 – Present

Optum selected the Eceptionist to manage a central referral service for its clients across the UK. Optum needed a platform that could be deployed quickly, scalable, flexible to support multiple clients, and interoperable and secure. Optum uses Eceptionist as its core platform to support a Referral Facilitation Service (“RFS”) that it provides to its clients across the UK. These referrals and service requests include referrals from primary into secondary care, secondary care referrals into the community, eConsult, and overall access to services. Specifically, Optum uses Eceptionist to: The Eceptionist platform was rolled out for Optum over a 2 ½ month period. During this implementation phase, Eceptionist worked with Optum to confirm and configure the data, workflow, and provider network requirements. Within this implementation, Eceptionist was integrated with multiple Optum systems.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist within a timeline of 90 days. As part of this project, Dirk worked with the client to confirm the business requirements for “go live” and all the logistics of a technology replacement project. Dirk also worked with the client to confirm the technical requirements for integrating Eceptionist and various client systems. Dirk oversaw all training on this project. Dirk worked with the client to confirm all service request workflow business requirements and oversaw all configuration of Eceptionist to Optum and all their clients. Dirk currently manages the client relationship and has overseen all upgrades over the years.

Louisiana Department of Corrections | Referral & eConsult Network for statewide service Executive Project Lead | 2013 – Present

In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and eConsult service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on



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a platform that launched in 6-weeks. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused on EHR. LDOC processes thousands of referrals and appointments each month. As of 2022, all specialty service requests and referrals from jails and prisons within Louisiana go through a structured workflow within Eceptionist. In some cases, the service request is taken care of via an eConsult, and in other cases, the service request is resolved via an in-person or virtual referral.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support the Louisiana Department of Corrections. As part of this project, Dirk worked with the client to confirm the business requirements for "go live." Dirk also worked with the client to confirm the technical requirements for integrating Eceptionist and various client systems. Dirk also oversaw all training on this project. Dirk worked with the client to confirm all service request workflow business requirements and oversaw all configuration of Eceptionist to support the Louisiana Department of Corrections.

WorkSafe BC (WSBC) – Canada | Provincial Referral & eConsult Service Executive Project Lead | 2009 – Present

The Eceptionist solution was implemented for WorkSafe BC in partnership with TELUS Health Solutions as part of a larger provider portal initiative in British Columbia.

In 2009, TELUS Health was solutions operating as a consultative branch to the WSBC, identified over 40 interventions within WSBC that would lead to workflow improvements for injured workers claim's and improve the productivity and workflow of WSBC's Healthcare providers.

Based on TELUS' findings and a clear understanding of WSBC's Business, the TELUS Health Solutions Team engaged with Eceptionist to design a portal and referral platform that could initially deliver on the top 10 parameters, including referrals, care pathways, eConsults, and invoicing and reconciliation.

Dirk served as the Eceptionist project lead for the platform's roll-out to support referrals and eConsults within the provincial Provider Portal. Dirk worked with the client to confirm the business and technical requirements around integrating Eceptionist and IBM WebSphere, CURAM Claims Management System, and the BC Electronic Identity management system (BCeID). Dirk oversaw all Eceptionist training on this project, worked with the client to confirm all workflow requirements, and oversaw the configuration of the Eceptionist platform to support WorkSafe BC.

Dirk currently manages the client/partner relationship and has overseen all upgrades over the years.

MB Telehealth (MBT) – Canada | Provincial Telehealth Service Executive Project Lead, 2008 – Present

MBT is responsible for managing telehealth services across the province of Manitoba in Canada. This includes providing and managing the infrastructure required to support and enable these services. MBT runs and manages the provincial network, as well as all scheduling for telehealth services and



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other events that are provided over the network. MBT has been using Eceptionist to manage all telehealth services in the province since the summer of 2008.

In 2010, MBT rolled out a provincial eConsult service using Eceptionist. The service is mainly used between primary care doctors and specialists. As of 2022, Telehealth manages an eConsult service for 27 specialties within Eceptionist. Within this environment, Eceptionist has been integrated with multiple provincial systems, including identity management and video bridge infrastructure. Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support provincial telehealth services across the province of Manitoba. As part of this project, Dirk worked with the client to confirm the business and technical requirements around the integration between Eceptionist and various client systems. He oversaw all training on this project and worked with the client to confirm all eConsult business.

Dirk currently manages the client relationship and has overseen all upgrades over the years.

CritiCall Ontario – Canada | Provincial Critical Care Referral and Transfer Service Executive Project Lead | 2008 – Present

CritiCall Ontario selected Eceptionist in 2008 to help them build a sophisticated platform for managing the referral of critical care patients across the province of Ontario. CritiCall provides services to all the hospitals in the province and is an important part of Ontario's healthcare system providing emergent services to patients in rural areas or areas where specialty care is scarce. Eceptionist provides CritiCall users with simplified service-specific patient referral/transfer processes and case management that ensure that the right information gets collected and that the patient is referred to the right healthcare facility and/or specialist. Eceptionist amongst other solutions to enable seamless interaction for those users that work in the call center. CritiCall has been using the Eceptionist platform since 2008.

Eceptionist has worked collaboratively with CritiCall Ontario to design a platform that is both innovative and intuitive. He oversaw the product design, including working with the client to confirm the business and technical requirements of the integration between Eceptionist and multiple client systems. He provided consultation and expertise in configuring a solution that met CritiCall's unique needs, including providing expertise in workflow design. He was responsible for the overall project delivery, which included integration with CritiCall's call center solution, CCIS, ORNGE (provincial ambulance service), and OHIP (Ontario provincial patient registry) member registry. Dirk continues to oversee this client relationship, including managing multiple upgrades over the years.

EDUCATION

- BSBA | University of Arizona - 1993
- MBA | University of Texas at Austin – 1995
- MPA | University of Texas at Austin – 1995



Dawniela Hightower | Implementation and Training Lead

Relevant Project Experience

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Implementation & Training Lead | 2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within seven days.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer in developing a phased rollout plan.

Vail Health | Covid Response Patient Portal

Implementation & Training Lead | 2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer's go-live plan.

BC Emergency Health Services | Case Management and Scheduling Portal

Implementation & Training Lead | 2017 – Present

BCEHS engaged Eceptionist to implement a solution for managing the cases and scheduling of the community paramedics programs.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer's go-live plan.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Implementation & Training Lead | 2017 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician



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appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including eConsults and second opinions.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer in developing a phased rollout plan.

Children's Hospital Orange County (CHOC) | Referral Platform Implementation & Training Lead | 2017– Present

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal that would facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions as well. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME, providing leadership and consultation to CHOC's business processes. She provided project management and training and supported the customer through a phased rollout plan.

Alberta Health Services (AHS) | Telehealth Scheduling Platform Implementation & Training Lead | 2016 – Present

Alberta Health Services selected the EceptionistCX platform to replace an existing technology platform used to request and manage telehealth services. The province was under a hard deadline with their existing technology planned for decommissioning; they needed to implement a new solution quickly. EceptionistCX was implemented in six months across Alberta to manage services at more than 1,000 healthcare locations. The application is accessible to AHS's more than 100,000 employees as a core application for telehealth delivery throughout the province.

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME helping to translate AHS's existing processes into the new technology. She supported organizational change management to drive the adoption of the new solution.

Dawniela worked with the client to develop and implement a comprehensive training plan to provide training to nearly 1,000 end-users within the first few months of go-live.

Vanderbilt University Medical Center (VUMC) | Referral Network for statewide service Implementation & Training Lead | 2014 – 2019

VUMC implemented EceptionistCX to manage the referral of patients that need to be scheduled into VUMC's network of facilities. The platform is implemented to triage the received referrals to confirm that all the required information has been provided and that the patient is routed and scheduled with the most appropriate provider. Eceptionist is integrated with multiple VUMC systems, including Epic (e.g., Cadence).



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Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME, providing leadership and consultation to VUMC's business processes. She provided project management and training and supported the customer through a phased rollout plan.

Dawniela worked closely with the client to develop and enact an outreach plan to community providers to encourage the adoption of the eReferral platform.

Previous Experience

CalHIPSO | Federally Funded Regional Extension Center

Director, Provider Outreach | Technical Consultant | 2011-2015

CalHIPSO was a federally funded regional extension center funded by the HITECH Act to enroll 6,000 providers in Meaningful Use and provide technical assistance during EHR selection and implementation. Dawniela played a key role in provider recruitment, leading efforts to outreach to safety-net providers, small practices, FQHCs, community clinics, and rural hospitals. Dawniela developed education programs to train providers on meeting Meaningful Use and other quality initiatives. She provided technical consultations and assistance to providers during the implementation process.

Education

- Bachelor of Science, Business Administration | Sonoma State University, Rohnert Park, CA
- PMP

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Patrick Chen | Solution Architect and Lead Systems Engineer

RELEVANT PROJECT EXPERIENCE

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Technical Lead & Solution Architect | 2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within 7 days.

Patrick was the Eceptionist technical lead on the project to roll out the statewide referral and eConsult network. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Patrick is also currently overseeing the integration between Eceptionist and the NHS national eReferral service as it relates to this Client.

Vail Health | Covid Response Patient Portal

Technical Lead & Solution Architect | 2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.

Patrick was the Eceptionist technical lead on the project for the Covid Response Patient Portal roll-out. Patrick oversaw the technical deployment in all aspects of this project, including integration. Patrick led the Eceptionist staff in completing integration between Eceptionist and Cerner, Allscripts, and other systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Technical Lead & Solution Architect | 2018 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including



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eConsults and second opinions.

Patrick was the Eceptionist technical lead on the project for the eConsult and second opinion service roll-out. Patrick oversaw the technical deployment in all aspects of this project. Patrick also worked closely with Baylor St. Luke's/Common Spirit Health technical staff to confirm technical requirements and support compliance items. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

Children's Hospital Orange County (CHOC) | Referral Platform **Technical Lead & Solution Architect | 2018 – Present**

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal that would facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions as well. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.

Patrick was the Eceptionist technical lead on the project for the roll-out of the referral platform for CHOC. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. As part of this, Patrick worked very closely with the CHOC Project Team, CHOC Technical Leaders, Cerner, as well as CHOC third-party vendors that support CHOC on an ongoing basis. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Patrick also worked closely with CHOC technical staff to confirm technical requirements, oversee technical training, support compliance items, and support scalability testing within this project.

Optum (US/United Kingdom) | Referral Facilitation Service **Technical Lead & Solution Architect | 2015 – Present**

Optum selected the Eceptionist to manage a central referral service for its clients across the UK. Optum needed a platform that could be deployed quickly, scalable, flexible to support multiple clients, and interoperable and secure.

Optum uses Eceptionist as its core platform to support a Referral Facilitation Service ("RFS") that it provides to its clients across the UK. These referrals and service requests include referrals from primary into secondary care, secondary care referrals into the community, eConsult, and overall access to services.

The Eceptionist platform was rolled out for Optum over a 2 ½ month period. During this implementation phase, Eceptionist worked with Optum to confirm and configure the data, workflow, and provider network requirements. Within this implementation, Eceptionist was integrated with multiple Optum systems.

Patrick was the Eceptionist technical lead on the project for the roll-out of the referral facilitation service. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the



Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Within this project, Patrick also worked closely with Optum and United Health Care technical staff to confirm technical requirements, oversee technical training, support compliance items, support scalability testing, and support Optum and Optum Client vulnerability testing.

Louisiana Department of Corrections | Referral & eConsult Network for statewide service **Technical Lead & Solution Architect | 2013 – Present**

In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and eConsult service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on a platform that launched in 6-week. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused on EHR. LDOC processes thousands of referrals and appointments each month. As of 2022, all specialty service requests and referrals from all jails and prisons within the state of Louisiana go through a structured workflow within Eceptionist. In some cases, the service request is taken care of via an eConsult, and in other cases, the service request is resolved via an in-person or virtual referral. Patrick was the Eceptionist technical lead on the project to roll out the statewide referral and eConsult network. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

WorkSafe BC (WSBC) – Canada | Provincial Referral & eConsult Service **Technical Lead & Solution Architect | 2009 – Present**

The Eceptionist solution was implemented for WorkSafe BC in partnership with TELUS Health Solutions as part of a larger provider portal initiative in British Columbia. In 2009, TELUS Health solutions were operating as a consultative branch to the WSBC, identified over 40 interventions within WSBC that would lead to workflow improvements for injured workers claim's and improve the productivity and workflow of WSBC's Healthcare providers.

Based on TELUS' findings and a clear understanding of WSBC's Business, the TELUS Health Solutions Team engaged with Eceptionist to design a portal and referral platform that could initially deliver on the top 10 parameters, including referrals, care pathways, eConsults, and invoicing and reconciliation.

Patrick served as the Eceptionist technical lead for the roll-out of Eceptionist to support referrals within the provincial Provider Portal. As part of this project, Patrick worked with the client to confirm the technical requirements around the integration between Eceptionist and various client systems, including the provider portal, a claims management system, a provincial provider registry as well as a



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provincial identity service. Patrick currently manages all releases, updates, and upgrades for this client.

MB Telehealth (MBT) – Canada | Provincial Telehealth Service **Technical Lead & Solution Architect | 2008 – Present**

MBT is responsible for managing telehealth services across the province of Manitoba in Canada. This includes providing and managing the infrastructure required to support and enable these services. MBT runs and manages the provincial network as well as all scheduling for telehealth services and other events that are provided over the network. MBT has been using Eceptionist to manage all telehealth services in the province since the summer of 2008.

In 2010, MBT rolled out a provincial eConsult service using Eceptionist. The service is mainly used between primary care doctors and specialists. As of 2022, MBT manages an eConsult service for 27 specialties within Eceptionist. Within this environment, Eceptionist has been integrated with multiple provincial systems, including identity management and video bridge infrastructure. Patrick was the Eceptionist technical lead on the project for the roll-out of the provincial telehealth service. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all client third-party systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

CritiCall Ontario – Canada | Provincial Critical Care Referral and Transfer Service **Technical Lead & Solution Architect | 2008 – Present**

CritiCall Ontario selected Eceptionist in 2008 to help them build a sophisticated platform for managing the referral of critical care patients across the province of Ontario. CritiCall provides services to all the hospitals in the province and is an important part of Ontario's healthcare system providing emergent services to patients in rural areas or areas where specialty care is scarce. Eceptionist provides CritiCall users with simplified service-specific patient referral/transfer processes and case management that ensure that the right information gets collected and that the patient is referred to the right healthcare facility and/or specialist. Eceptionist amongst other solutions to enable seamless interaction for those users that work in the call center. CritiCall has been using the Eceptionist platform since 2008.

Patrick was the technical lead for Eceptionist on this project. Patrick led the process of confirming all the technical requirements for this project, including integration requirements. Patrick also led the deployment of all interfaces required in this project which has included multiple call center solutions, provincial registries, and hospital systems. Patrick has also worked closely with multiple CritiCall healthcare partners. Patrick currently manages all aspects of the technical relationship with CritiCall and has overseen all upgrades over the years.

Patrick was the technical lead for Eceptionist on this project. Patrick led the process of confirming all the technical requirements for this project, including all the integration requirements. Patrick also led the deployment of all interfaces required in this project, including multiple call center solutions, provincial registries, hospital systems, etc. Patrick has also worked closely with multiple CritiCall partners that Eceptionist has worked with to support CritiCall over the years. Patrick currently manages all aspects of the technical relationship with CritiCall and has overseen all upgrades over the years.



EDUCATION

BA of Civil Engineering | University of Chongqing, Sichuan, China
MS Degree in Computer Science, University of Houston, Houston, TX

PROFESSIONAL QUALIFICATIONS

- Programmer language C/C++, C#, Python, Swift Assembler language, Java, JavaScript (jQuery, React.js, Vue.js), SQL, HTML, CSS, PHP, VB
- Team Leadership
- Web application development
- Systems integration engineer

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EXHIBIT C

ECEPTIONIST SERVICES AGREEMENT

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ATTACHMENTS

Schedule 1

Service Specifications

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Implementation Schedule

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Business Associate Agreement

ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"Affiliate" means a business entity controlling, controlled by or under common control with a specified party.

"Business Day" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"CLIENT Content" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"CLIENT Marks" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"Company Marks" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"Data" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users, in the course of using the Subscription Services provided under this Agreement.

"Data Compromise" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"Features" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"Fees" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"Force Majeure" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

ECEPTIONIST SERVICES AGREEMENT

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"Functionality" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"Graphical User Interface" or **"GUI"** means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"Implementation Schedule" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"Intellectual Property Rights" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"Licensed Users" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"Service" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"Specifications" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"System" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"Website" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"Work Order" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

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2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT' review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

ECEPTIONIST SERVICES AGREEMENT

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

ECEPTIONIST SERVICES AGREEMENT

copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this [Section 3.4](#).

3.5 [Ownership of CLIENT Property](#)

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 [Ownership of Data](#)

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 [Right of Injunction](#)

The parties acknowledge that a breach by either party of this [Article 3](#) may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this [Article 3](#). The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this [Article 3](#) shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 [Service Fees](#)

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as [Schedule 2](#), and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in [Schedule 2](#) attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 [Taxes](#)

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 [Term](#)

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in [Schedule 2](#).

ECEPTIONIST SERVICES AGREEMENT

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

- (a) if either party materially fails to perform or comply with this Agreement or any provision hereof;
- (b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;
- (c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;
- (d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or
- (e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer; Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

ECEPTIONIST SERVICES AGREEMENT

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

ECEPTIONIST SERVICES AGREEMENT

IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

ECEPTIONIST SERVICES AGREEMENT

CLIENT

Attention: _____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, , before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

ECEPTIONIST SERVICES AGREEMENT

exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

- Schedule 1 – Service Specifications (including Initial Work Order No. 1)
Schedule 2 – Fee Schedule
Schedule 3 – End User - Terms of Use Agreement
Schedule 4 – Implementation Schedule
Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as Exhibit A.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE

E-CEPTIONIST, INC.

By: _____
Name: _____
Title: _____
Effective Date: _____

By: _____
Name: _____
Title: _____
Effective Date: _____

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company (“Server”). Company uses infrastructure provided by Microsoft Corporation (“Azure”) to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.
2. Company will be responsible for backing up the data stored in the database in the United States.
3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.
4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT’s logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.
5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one the following software programs installed on their computers (or other devices):
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari

Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company’s support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one the following software programs installed on their computers (or other devices)
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari
 - IOS Safari Browser
 - Android Chrome Browser
7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.
 - **-ReferralCX**
 - **-SchedulingCX**
 - **-WorkflowCX**

Client will also be given access to Eceptionist’s administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreement) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 3 different EceptionistCX Software as a Service (“SaaS”) environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to “go live” of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one “draft” queue, one “status” queue and one “my requests” queue as well as time to customize one “incoming” queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

- 1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
 - a) Providers
 - b) Resource Date Profiles
 - c) Other reference data required to support the data migration
 - d) “in process” referrals
- 2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
- 3) Company will create the scripts required for the Data Migration.
- 4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to “go live.”

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client’s ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane’s domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/internet connection
- Client can whitelist EceptionistCX’s server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client’s domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work

- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be “Relying Party Trust” on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work

- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

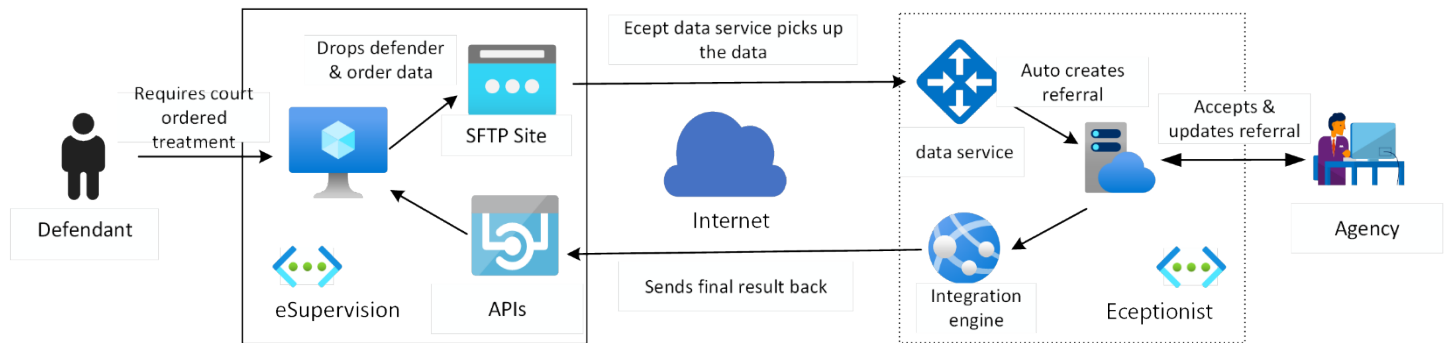
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender’s/patient’s that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between EceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between EceptionistCX and the City's eSupervision system that leverage the eSupervision and EceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX and back into the County eSupervision system (from EceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or EceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and EceptionistCX will pick up the data files and process accordingly and where the EceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in EceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within EceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

Schedule 1 – Service Specifications

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of system that CLIENT wants the Service to interface with
- b) Description of the interface requirements
- c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)
- d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems
- e) Direction of the interface (bi-directional vs. unilateral)
- f) Definition of the data that will move between the Service and the interfaced systems
- g) Preferred method for accomplishing the interface
- h) Name and contact information for Change Notice contact
- i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of the functionality or module to be added

Schedule 1 – Service Specifications

- b) The date the functionality is needed
- c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. (“CUSTOMER”) for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum’s, and amendments made to or incorporated herein now or in the future.

Defect

A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation

Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer

End-Use Customer is defined in the Agreement.

Enhancement

Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products

Products is defined in the Agreement.

Release

Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution

Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications

For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk

The Support Desk is the contact point at Eceptionist.

Support Desk Engineer

A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround

A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist’s issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist’s main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Exceptionist Defects & Notification

Exceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Exceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Exceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Exceptionist's Support Desk. When notifying Exceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Exceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Exceptionist is to notify of progress / resolution; and
- other information reasonably required by Exceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Exceptionist once Exceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Exceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Exceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Exceptionist will review any classification where a party advises the other that it believes the classification is inappropriate.

Exceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Exceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround.

Defects that do not recur and cannot be reproduced or isolated by Exceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Exceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	Definition	Notification	Action	Response & Resolution Targets
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Exceptionist's Support Desk by phone and logged within Exceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved	Response: 60 minutes within business hours; 90 minutes outside of business hours Resolution: Exceptionist will work to resolve Defect as soon as possible. Exceptionist will work to try and resolve issue within 24 hours from initial response by Exceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Exceptionist's issue reporting tool and escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	Response: 4 hours within business hours; 1 business day outside of business hour Resolution: 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Exceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	Response: 1 business day Resolution: 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Exceptionist's designated contact point	Exceptionist analyses and a statement of work produced that includes timelines and costs.	Response: As agreed with CUSTOMER Resolution: by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Exceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Exceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact: CUSTOMER Service Desk
E-Mail: To Be Determined
Escalation: Help Desk
Phone: 1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact: Eceptionist Help Desk
E-Mail : To Be Determined
Eceptionist Tracking System: To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact: Eceptionist main reception
Phone: 713-520-6688

Escalation: To Be Determined
Phone: To Be Determined
E-Mail: To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Exceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Exceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER

The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure

The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Exceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – “Measurement Period”) during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand (\$95,000) US Dollars (the “Annual Service Fee”) for use of the ExceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system.

Access and Fee Terms

- Enterprise access for Client to use ExceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
 - Unlimited number of Patients/Defendants
 - Unlimited number of Providers
 - Unlimited number of Regional Treatment Partners
 - Unlimited number of Users
 - Unlimited number of Spokane sites
 - Unlimited number of events (i.e., referrals, scheduled appointments)
 - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
 - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
 - Block of 50,000 message segments (up to 136 characters for each segment) for \$2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Exceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the ExceptionistCX services proposed to Client are provided out of an SaaS instance of ExceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Exceptionist. Hosting costs have been included in this proposal. Please note that Exceptionist uses Azure data centers in the United States to host ExceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	\$9,000
ADFS Integration	\$10,500
City - Defender Management System Integration	\$15,000
County - Defender Management System Integration	\$15,000
Total Fees	\$49,500

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Existing Event Data Migration	\$9,000				
ADFS Integration	\$10,500				
City - Defender Management System Integration	\$15,000				
County - Defender Management System Integration	\$15,000				
Total Fees	\$144,500	\$95,000	\$95,000	\$95,000	\$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement.** Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: \$24,750

Earlier of Go Live Date or Agreement Effective Date + 60 days: \$24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	\$1,500 per Day
Functional Lead	\$1,500 per Day
Solution Architect	\$1,500 per Day
Senior Developer	\$1,500 per Day
Junior Developer	\$1,500 per Day
Quality Analyst	\$1,500 per Day
Trainer	\$1,500 per Day

***Note**, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Ceptionist, Inc.
405 Man Street, Suite 800A
Houston, Texas 77002
Telephone 713.520.6688

Community Bank of Texas
Houston, Texas
ABA number 113111983
Account Number: 002949

Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

Schedule 2 – Fees Schedule

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- " ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-ceptionist Services Agreement dated _____, between E-Ceptionist, Inc., a Texas corporation ("Company"), and **City of Spokane** ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

- ReferralCX
- SchedulingCX
- WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT

E-CEPTIONIST, INC.

By: _____

Name: _____

Title: _____

Effective Date: _____

By: _____

Name: _____

Title: _____

Effective Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between **Client** ("Covered Entity" in the Business Associate Agreement) and **E-Ceptionist, Inc.**, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach;
and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Eceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Ceptionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Eceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Exceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Exceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Exceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** E-CEPTIONIST, INC.**Business name:** ECEPTIONIST**Entity type:** [Corporation](#)**UBI #:** 605-376-648**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 405 MAIN ST
STE 800
HOUSTON TX 77002-1822**Mailing address:** 405 MAIN ST
STE 800
HOUSTON TX 77002-1822**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Dec-31-2024	Dec-13-2023

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

Governing people	Title
HAVLICK, MILTON	Chairman of the Board
VOORHEES, HUGH	

Registered Trade Names

Registered trade names	Status	First issued
ECEPTIONIST	Active	Dec-13-2023

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/23

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 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 SLAUGHTER INSURANCE P. O. Box 19436 Houston, TX 77224-9436	CONTACT NAME: Ray H. Slaughter	
	PHONE (A/C No. Ext): (713) 462-1116	FAX (A/C No.): (713) 462-1016
	E-MAIL ADDRESS: rslaug@sbcglobal.net	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Lloyds of London	39993
INSURED Eceptionist, Inc. 405 Main Street Houston, Tx 77002 (713) 520-6688	INSURER B: Westchester Surplus Lines Ins.	10172
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	MSM0239801812	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	Y	MSM0239801812	10/28/2023	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Aggregate \$ 3,000,000
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional & Cyber Ins. Policy	Y	Y	MSM0239801812	10/28/2023	10/28/2024	\$3,000,000
B	Property			FSF16751583001	7/25/2023	7/25/2024	\$10,000 Retention BPP - \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Note: The City of Spokane, its officers and employees are named as Additional Insureds with respect to services provided under the contract.

CERTIFICATE HOLDER City of Spokane Attn: 808 W. Spokane Falls Rd. Spokane, WAS 99201 509-755-2489	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



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 20, 2024

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	Eceptionist Inc.
--------------------------------	-------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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 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 MARSH & MCLENNAN AGENCY LLC/PHS 46464042 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Eceptionist Inc. 7000 N MOPAC EXPY STE 200-1312 AUSTIN TX 78731-3013		INSURER A : Hartford Insurance Company of Illinois	NAIC# 38288
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46 WEC BG9DBF	06/08/2024	06/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Spokane
 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

Susan L. Castaneda

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NO. 24-0410

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT)
BETWEEN SPOKANE COUNTY AND)
THE CITY OF SPOKANE REGARDING)
THE PROCUREMENT OF A NEW)
ONLINE REFERRAL SYSTEM)

RESOLUTION

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

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

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

WHEREAS, pursuant to chapter 39.34 RCW ("Interlocal Corporation Act") counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane and the County (collectively the "Parties") desire to enter into an Interlocal Agreement for the purposes of sharing in the cost of procuring and jointly using a cloud-based online referral system; and

WHEREAS, pursuant to RCW 39.32.090, the Board of County Commissioners, authorized the Information Technology Director manage the shared cost of software implementation and support services over a five-year period, subject to availability of funds, for \$283,625.00 USD, including sales tax; and

WHEREAS, the Information Technology Department staff has recommended that the Board enter into the attached Agreement between Spokane County and the City of Spokane entitled "INTERLOCAL AGREEMENT - EXCEPTIONIST SOFTWARE - COST SHARING & USAGE", whereby the parties to the agreement will, for a five-year period running the duration of the contract with Eceptionist, Inc., share the cost of the implementation of the Eceptionist application platform and associated support services under the terms and conditions set forth in the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and RCW 36.32.090, that:

- (1) the County enter into the attached Interlocal Agreement between the City of Spokane and Spokane County, whereby the Parties will, for a five-year period running the duration of the contract with Eceptionist, Inc., cost-share the implementation of the Eceptionist Application Platform and Associated Support Services under the terms and conditions set forth in the Agreement; and
- (2) the Chairperson of the Board, or a majority of the Board, acting on behalf of the County, is hereby authorized to execute said Agreement, as well as any amendments thereto, at other than an open public meeting.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

PASSED AND ADOPTED this 9th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Stella Thompson OBO
Ginna Vasquez, Clerk of the Board

Mary L. Kuneey
MARY L. KUNEY, Chair

Josh Kerns
JOSH KERNS, Vice-Chair

Al French
AL FRENCH, Commissioner

Chris Jordan
CHRIS JORDAN, Commissioner

Amber Waldref
AMBER WALDREF, Commissioner

PROBATION
ON-LINE REPORTING (OLR) SYSTEM

Spokane County District Court

AGENDA

- What is the On-Line Reporting (OLR) System
- Why we need an OLR System
- Probation Fund - Trajectory
- IT Options and Input
- Questions and Answers

On-Line Reporting System

History

- ✓ The current OLR system was developed in 2009 by a City IT employee. It is an aging system, and the City is going to "retire" it.
- ✓ County probation collaborated in the Request For Proposal (RFP) process with the City of Spokane, in August 2023
- ✓ The OLR process saves significant time, money and natural resources. The proposed new OLR is also cloud based making it less of a security risk

Who uses the OLR system?



City Probation

County Probation

Fifty-five (55) local treatment agencies utilize the system to receive referrals and send evaluations, monthly reports, and compliance updates.

OLR: Web-Based System

**Before OLR
(3-7 days)**

Probation mails the
REFERRAL to outside
Agencies

Agencies mail/fax
evaluations and
treatment reports to
Probation.

Probation scans and
enters documents into
the District Court
Probation (DCP)

**With OLR
(1-3 days)**

Probation completes a
REFERRAL in DCP
The Agency receives it in
the OLR que
immediately.

Agencies submit
evaluations and
treatment reports to
Probation through the
OLR system and
Probation receives them
within 24 hours.

Information automatically
downloads into DCP
No scanning necessary!

The Probation Budget

Trends and Future Strategies



THE STATS: 2018-2023

	Annual Expenditures	Fees		Fees Collected
		Fees Ordered	Waived/Reduced	
2018	\$1,373,750	\$1,549,670	\$110,420	\$1,404,325
2019	\$1,511,894	\$1,472,518	\$289,940	\$1,333,137
2020	\$1,555,444	\$1,002,388	\$197,437	\$1,174,334
2021	\$1,595,568	\$954,841	\$437,850	\$1,109,164
2022	\$1,468,013	\$700,781	\$262,940	\$900,600
2023	\$1,633,734	\$817,926	\$280,518	\$819,040*

Probation's historical financial data and expenditures reflects a consistent deficit in operating funds requiring supplementation.

■ The amount of fees collected

■ The amount needed to meet annual expenditures

■ The amount exceeding annual expenditures



Collaboration with the City of Spokane

- County IT familiarized and examined the Exceptionist application
- Determined the fit of an Exceptionist application on the County Network
- Defined City/County funding responsibilities for the Exceptionist contract period (5 years)
- Interlocal Agreement (ILA) between the City and County (drafted)

Funding Exceptionist

☑ Year 1: Implementation & Support

☑ Year 2-5: Ongoing Support

Exceptionist – Cost Per Year for City & County

	City Obligation	County Obligation	Total Obligation
Year 1	\$76,525	\$76,525	\$153,050
Year 2	\$51,755	\$51,755	\$103,550
Year 3	\$51,755	\$51,755	\$103,550
Year 4	\$51,755	\$51,755	\$103,550
Year 5	\$51,755	\$51,755	\$103,550
Totals	\$283,625	\$283,625	\$567,250

FAQs

✓ Do we really need OLR?

Without an on-line reporting system, we would have to revert to mail or fax. This method is costly (staff and postage), not secure, and is very antiquated compared to today's technological options.

✓ Collaboration

The City included County Probation in the RFP process to examine and evaluate replacement systems. We have already had the opportunity to see demonstrations of several applications. Exceptionist scored in the top two options

✓ Why do it now?

The current OLR System has served us well since its inception in 2009. The system is aging and eventually will fail. In addition, the City is seeking an alternative and we will lose the current option regardless.

✓ Cost Effective Option

The cost of replacing an OLR system is not realistically attainable without sharing the expense.

✓ How much is it used?


*What if we don't have an OLR system?
In 2023
Probation sent out 3,560 referrals
Received 11,797 reports/evaluations*


✓ Economics

*Absent the OLR system probation would need to hire a position to process all of the treatment agency documents
Average cost of an Admin Support Specialist 3 = \$68,000 per year*

THANK YOU!

 Lonnie Tortorelli

 ytortorelli@spokanecounty.org

 509-477-2613

Special thanks to Maha Cross for her assistance with this presentation.

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: District Court

CONTACT PERSON: Yolanda Tortorelli

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW: **BELOW FOR CLERK'S USE ONLY:**

Board Briefing Session Agenda

Clerk's Resolution No.	<u>24 - 0410</u>
Approved:	<u>Majority/Unanimous</u>
Denied:	<u>Majority/Unanimous</u>
Renews/Amends No.	_____
Public Works No.	_____
Purchasing Dept. No.	_____

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item: Lonnie Tortorelli - District Court Probation Manager (10:50 a.m. to 11:05 a.m.)

- eCeptionist Software - Collaboration with City of Spokane to Replace Antiquated OLR System

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The City of Spokane Municipal Court and Spokane County's District Court Probation departments share a common system (Online Referral system - OLR) to manage the referral and reporting requirements between the Probation departments and the Service Providers. The antiquated OLR system needs replaced, as it is cumbersome to maintain, is not mobile friendly, and does not securely manage CJIS, HIIPA, or PII information. The City and County want to jointly implement the eCeptionist cloud-based system that will modernize both agencies' ability to safely and securely manage private documentation security between the Probation Dept's and the Service Providers.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): 5 year impact to Spokane County - Total of \$283,625 (Tax Included)

- Year 1 - \$76,525 (tax included)
- Year 2 - \$51,775 (tax included)
- Year 3 - \$51,775 (tax included)
- Year 4 - \$51,775 (tax included)
- Year 5 - \$51,775 (tax included)
- Total 5-year commitment - \$283,625

REQUESTED BOARD ACTION (if any): Seek BoCC approval to move forward with a five-year Interlocal Agreement (ILA) with the City of Spokane to jointly use the eCeptionist software in place of the current out-dated OLR system.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: District Court, District Court Probation, Budget, and IT

This Item will need to be codified in the Spokane County Code: No

INTERLOCAL AGREEMENT

Spokane County/City Supervision/Probation Online Referral Tool (ORT)

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington (City) having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, SPOKANE COUNTY, a political subdivision of the State of Washington (County) having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE MUNICIPAL COURT (Municipal Court), and SPOKANE COUNTY DISTRICT COURT (District Court), hereinafter each individually referred to as “Party” and collectively as the “Parties”.

A. RECITALS AND FINDINGS

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

WHEREAS, when Municipal or District Court imposes a criminal sentence that requires referral of a sentenced defendant to a provider for any kind of assessment and/or treatment, the courts through their respective Probation Departments need to transmit such referrals and receive responsive assessment/treatment information (data) in a secure, timely, and efficient manner; and

WHEREAS, since 2009, to achieve the objective of secure, timely, and efficient transmittal of these referrals and responsive data, City, led by its City Information Technology Department (IT), internally developed and implemented an automated tool, referred to as the Supervision/Probation Online Referral Tool (ORT), which routinely has been used by both City and County Courts and their Probation Departments since 2009; and

WHEREAS, despite regular ORT improvements and upgrades, the Parties agree the current ORT being utilized by the Parties is outmoded because it: 1.) lacks the capability to perform the full range of ORT functions needed by the Parties which ORT services and features are otherwise currently available in the ORT services marketplace; 2.) is increasingly complex and expensive to support; and 3.) lacks critical cyber security protections; and

WHEREAS, based on these deficiencies, the Parties procured new ORT services with an outside vendor (eCeptionist) based on a Request for Proposals (RFP) and responsive competitive bids for the services.

NOW, THEREFORE, the Parties agree as follows:

B. PURPOSE.

The purpose of this Interlocal Agreement is to memorialize in writing the mutual agreement and shared understanding of the Parties regarding the need for a new ORT service provider and cost allocation for payment of ORT vendor services between the Parties.

C. TERM.

This Agreement shall commence upon the date of execution via signature of all Parties and continue for five (5) years and may thereafter be renewed by written agreement of the parties for another term of five (5) years.

D. RESPONSIBILITIES OF THE PARTIES.

Pursuant to the terms of this Interlocal Agreement, the Parties agree to the terms of cost allocation below:

1. The cost for the initial implementation and integration of the new referral tool is identified on Exhibit A attached.
2. The ongoing cost for the term, years 1-5, of the new ORT which predominantly covers IT operational support and the vendor's annual software service fee are identified in Exhibit A.
3. Cost Allocation: 50/50 Split City/County. All project costs, including initial implementation and integration, outyear maintenance and any additional vendor fees associated with change orders agreed to by the Parties will be shared and borne equally (50% each) by the City and County. See Exhibit B (eCeptionist Services Agreement).

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

Spokane Municipal Court	Spokane County District Court
Kristin C. O'Sullivan, Presiding Judge 1100 W Mallon Ave Spokane, WA 99260-0001 E: kosullivan@spokanecity.org P: (509) 622-5867	John Witter, Spokane County District Court Administrator 1100 W Mallon Ave. Spokane, WA 99260-0001 E: jwitter@spokanecounty.org P: (509)477-2942

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the

respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

G. INSURANCE.

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

1. CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

2. COUNTY

The County is self-insured for Workers Compensation (\$1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County and/or its agents and/or action in connection with or incidental to the performance of this Agreement which the County and/or its agents are found to be liable for will be paid by the Pool and/or County.

H. INDEMNIFICATION.

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

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

These indemnifications and waiver shall survive the termination of this Agreement.

I. TERMINATION / EARLY TERMINATION.

This Agreement may not be unilaterally terminated by either Party in advance of the end of the term identified in Section C herein.

After 24 months have elapsed from the date Parties fully execute this agreement, any party that is current in its financial obligations hereunder may request an early termination of this Agreement by submitting a written Request for Early Termination to the other Parties in accordance with Section F herein.

If an early termination is requested and approved by the other Parties, the Party receiving the early termination shall pay the full amount of their agreed-upon obligation for the remainder of the term. If the party seeking and receiving the early termination is the City of Spokane or the Spokane Municipal Court, the early termination penalty shall be paid to Spokane County. If the party seeking and receiving the early termination is the County of Spokane or the Spokane County District Court, the early termination penalty shall be paid to the City of Spokane. The termination penalty is due and payable on the date the requesting Party is provided notice from the other Parties that the early termination has been approved.

J. COMPLIANCE WITH LAWS.

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

K. VENUE.

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

L. ASSIGNMENT.

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

M. ENTIRE AGREEMENT.

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

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties' designated representatives, shall be valid until put in writing and signed.

O. SEVERABILITY.

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

P. RCW 39.34 REQUIRED CLAUSES.

1. Purpose. See Section B above.
2. Duration. See Section C above.
3. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
4. Responsibilities of the Parties. See Section D above.
5. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the County shall file this Agreement with the Auditor or list it on its website or other electronically retrievable public source
6. Financing. See section D City/County cost allocation of 50% each.
7. Termination. See Section I.

Q. SIGNATURES.

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

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this 9th day of July 2024.

CITY OF SPOKANE

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

By: Lisa Brown
Title: City of Spokane Mayor


Mary L. Kunev, Chair

Date: _____


Josh Kerns, Vice-Chair


Al French, Commissioner



Amber Waldref, Commissioner


Chris Jordan, Commissioner

Attest:

Attest:

By: Terri Pfister
Title: City Clerk


By: Ginna Vasquez
Title: Clerk of Spokane County BOCC

Date: _____

Date: 7/9/24



City of Spokane Municipal Court

Spokane County District Court

Kristin C. O'Sullivan, Presiding Judge



Jennifer Fassbender, Presiding Judge

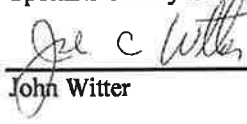
Date: _____

Date: 7/11/2024

Spokane Municipal Court Administrator

Spokane County District Court Administrator

Howard F. Delaney



John Witter

Spokane County IT Director



Kevin Norris

Approved as to form:

By: Michael Piccolo
Title: City Attorney

Date: _____

Exhibit "A"

Project & Operational Costs

Cost Category	Project					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Exceptionist Professional Service Costs:						
Existing Event Data Migration	\$ 9,000					\$ 9,000
ADFS Integration	\$ 10,500					\$ 10,500
City - Defender Management System Integration	\$ 15,000					\$ 15,000
County - Defender Management System Integration	\$ 15,000					\$ 15,000
Exceptionist Annual Service Fee	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 475,000
Taxes on Licensing Costs	\$ 8,550	\$ 8,550	\$ 8,550	\$ 8,550	\$ 8,550	\$ 42,750
Cost Totals:	\$ 153,050	\$ 103,550	\$ 103,550	\$ 103,550	\$ 103,550	\$ 567,250

Cost Breakdown

Cost Per Year for City & County			
	City Obligation	County Obligation	Total Obligation
Year 1	\$ 76,525	\$ 76,525	\$ 153,050
Year 2	\$ 51,775	\$ 51,775	\$ 103,550
Year 3	\$ 51,775	\$ 51,775	\$ 103,550
Year 4	\$ 51,775	\$ 51,775	\$ 103,550
Year 5	\$ 51,775	\$ 51,775	\$ 103,550
Totals	\$ 283,625	\$ 283,625	\$ 567,250

Exhibit "B"

See attached eCceptionist Services Agreement

ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"**Affiliate**" means a business entity controlling, controlled by or under common control with a specified party.

"**Business Day**" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"**CLIENT Content**" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"**CLIENT Marks**" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"**Company Marks**" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"**Data**" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users, in the course of using the Subscription Services provided under this Agreement.

"**Data Compromise**" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"**Features**" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"**Fees**" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"**Force Majeure**" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

ECEPTIONIST SERVICES AGREEMENT

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"**Functionality**" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"**Graphical User Interface**" or "**GUI**" means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"**Implementation Schedule**" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"**Intellectual Property Rights**" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"**Licensed Users**" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"**Service**" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"**Specifications**" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"**System**" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"**Website**" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"**Work Order**" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

ECEPTIONIST SERVICES AGREEMENT

2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

ECEPTIONIST SERVICES AGREEMENT

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

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copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in Schedule 2.

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5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

- (a) if either party materially fails to perform or comply with this Agreement or any provision hereof;
- (b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;
- (c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;
- (d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or
- (e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer, Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

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CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

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IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

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CLIENT

Attention: _____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

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exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

- Schedule 1 – Service Specifications (including Initial Work Order No. 1)
- Schedule 2 – Fee Schedule
- Schedule 3 – End User - Terms of Use Agreement
- Schedule 4 – Implementation Schedule
- Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE

E-CEPTIONIST, INC.

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company ("Server"). Company uses infrastructure provided by Microsoft Corporation ("Azure") to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.
2. Company will be responsible for backing up the data stored in the database in the United States.
3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.
4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT's logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.
5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one of the following software programs installed on their computers (or other devices):
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari

Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company's support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one of the following software programs installed on their computers (or other devices)
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari
 - IOS Safari Browser
 - Android Chrome Browser
7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.
 - -ReferralCX
 - -SchedulingCX
 - -WorkflowCX

Client will also be given access to Eceptionist's administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreement) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 3 different EceptionistCX Software as a Service ("SaaS") environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to “go live” of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one “draft” queue, one “status” queue and one “my requests” queue as well as time to customize one “incoming” queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users’ permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

- 1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
 - a) Providers
 - b) Resource Date Profiles
 - c) Other reference data required to support the data migration
 - d) "in process" referrals
- 2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
- 3) Company will create the scripts required for the Data Migration.
- 4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to "go live."

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/Internet connection
- Client can whitelist EceptionistCX's server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client's domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work

- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be "Relying Party Trust" on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work

- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

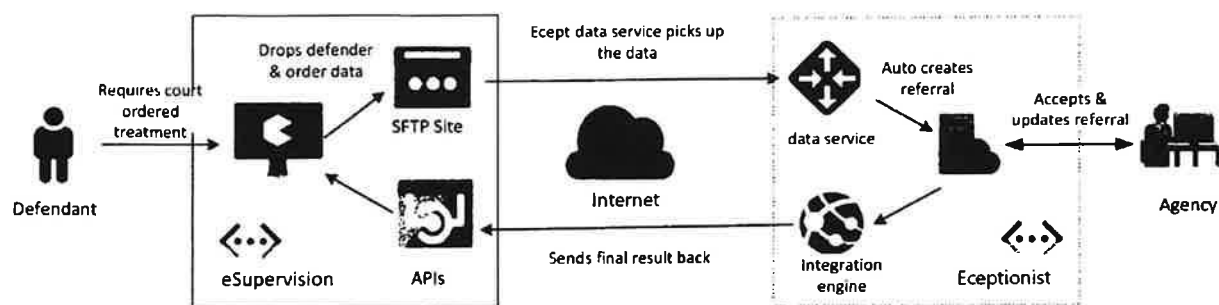
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between ExceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between ExceptionistCX and the City's eSupervision system that leverage the eSupervision and ExceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into ExceptionistCX and back into the County eSupervision system (from ExceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or ExceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and ExceptionistCX will pick up the data files and process accordingly and where the ExceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in ExceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within ExceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

Schedule 1 – Service Specifications

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of system that CLIENT wants the Service to interface with
- b) Description of the interface requirements
- c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)
- d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems
- e) Direction of the interface (bi-directional vs. unilateral)
- f) Definition of the data that will move between the Service and the interfaced systems
- g) Preferred method for accomplishing the interface
- h) Name and contact information for Change Notice contact
- i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of the functionality or module to be added

Schedule 1 – Service Specifications

- b) The date the functionality is needed
- c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. ("CUSTOMER") for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum's, and amendments made to or incorporated herein now or in the future.

Defect

A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation

Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer

End-Use Customer is defined in the Agreement.

Enhancement

Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products

Products is defined in the Agreement.

Release

Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution

Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications

For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk

The Support Desk is the contact point at Eceptionist.

Support Desk Engineer

A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround

A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist's issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist's main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Exceptionist Defects & Notification

Exceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Exceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Exceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Exceptionist's Support Desk. When notifying Exceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Exceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Exceptionist is to notify of progress / resolution; and
- other information reasonably required by Exceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Exceptionist once Exceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Exceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Exceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Exceptionist will review any classification where a party advises the other that it believes the classification is inappropriate. Exceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Exceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround. Defects that do not recur and cannot be reproduced or isolated by Exceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Exceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	Definition	Notification	Action	Response & Resolution Targets
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Exceptionist's Support Desk by phone and logged within Exceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved	Response: 60 minutes within business hours; 90 minutes outside of business hours Resolution: Exceptionist will work to resolve Defect as soon as possible. Exceptionist will work to try and resolve issue within 24 hours from initial response by Exceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Exceptionist's issue reporting tool and escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	Response: 4 hours within business hours; 1 business day outside of business hour Resolution: 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Exceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	Response: 1 business day Resolution: 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Exceptionist's designated contact point	Exceptionist analyses and a statement of work produced that includes timelines and costs.	Response: As agreed with CUSTOMER Resolution: by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Exceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Exceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact: CUSTOMER Service Desk
E-Mail: To Be Determined
Escalation: Help Desk
Phone: 1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact: Eceptionist Help Desk
E-Mail: To Be Determined
Eceptionist Tracking System: To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact: Eceptionist main reception
Phone: 713-520-6688

Escalation: To Be Determined
Phone: To Be Determined
E-Mail: To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Exceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Exceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER

The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure

The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Exceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – “Measurement Period”) during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand (\$95,000) US Dollars (the “Annual Service Fee”) for use of the EceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system.

Access and Fee Terms

- Enterprise access for Client to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
 - Unlimited number of Patients/Defendants
 - Unlimited number of Providers
 - Unlimited number of Regional Treatment Partners
 - Unlimited number of Users
 - Unlimited number of Spokane sites
 - Unlimited number of events (i.e., referrals, scheduled appointments)
 - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
 - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
 - Block of 50,000 message segments (up to 136 characters for each segment) for \$2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services proposed to Client are provided out of an SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	\$9,000
ADFS Integration	\$10,500
City - Defender Management System Integration	\$15,000
County - Defender Management System Integration	\$15,000
Total Fees	\$49,500

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Existing Event Data Migration	\$9,000				
ADFS Integration	\$10,500				
City - Defender Management System Integration	\$15,000				
County - Defender Management System Integration	\$15,000				
Total Fees	\$144,500	\$95,000	\$95,000	\$95,000	\$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement.** Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: \$24,750
 Earlier of Go Live Date or Agreement Effective Date + 60 days: \$24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	\$1,500 per Day
Functional Lead	\$1,500 per Day
Solution Architect	\$1,500 per Day
Senior Developer	\$1,500 per Day
Junior Developer	\$1,500 per Day
Quality Analyst	\$1,500 per Day
Trainer	\$1,500 per Day

*Note, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Captionist, Inc. 405 Man Street, Suite 800A Houston, Texas 77002 Telephone 713.520.6688	Community Bank of Texas Houston, Texas ABA number 113111983 Account Number: 002949
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Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

Schedule 2 – Fees Schedule

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- "ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-CEPTIONIST Services Agreement dated _____, between E-CEPTIONIST, Inc., a Texas corporation ("Company"), and City of Spokane ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

- ReferralCX
- SchedulingCX
- WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT

E-CEPTIONIST, INC.

By: _____
Name: _____
Title: _____
Effective Date: _____

By: _____
Name: _____
Title: _____
Effective Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between Client ("Covered Entity" in the Business Associate Agreement) and E-Ceptionist, Inc, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Exceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Captionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Exceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Exceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Exceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Exceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd

7/31/2024

Clerk's File #

OPR 2024-0678

Cross Ref #

OPR 2024-0677

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone

LAZ MARTINEZ 625-6468

Requisition #

Contact E-Mail

LMARTINEZ@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

5300 INTERLOCAL AGREEMENT FOR ECEPTIONIST SOFTWARE—COST SHARING

Agenda Wording

Eceptionist, Inc. (Houston, TX) provides referral management software supporting City/County Supervision Departments/Criminal Justice Services. Total contract term is August 1, 2024-July 31, 2029. First year cost is \$144,500.00 plus tax.

Summary (Background)

This is an interlocal agreement between the City of Spokane and Spokane County regarding cost sharing for an online referral tool (OLR). Eceptionist, Inc. (Houston, TX) provides referral management software (SaaS) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 144,500.00 plus tax

Current Year Cost \$ 144,500.00 plus tax

Subsequent Year(s) Cost \$ 380,000.00 plus tax

Narrative

The Interlocal Agreement provides that the cost of the Eceptionist software will be shared equally by both the City and the County. The City will contract directly with Eceptionist, Inc. and the County will reimburse the City 50% of the annual costs.

Amount

Budget Account

Expense \$ 157,505.00 # 5310-73100-18880-54214-99999 Year 1

Revenue \$ 78,752.50 # 5310-73100-99999-33772-99999 Year 1

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MARTINEZ, LAZ

Division Director

SLOON, MICHAEL

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement for Eceptionist Software—Cost Sharing & Usage
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Eceptionist, Inc. (Houston, TX) provides referral management Software (Saas) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR). *use the Fiscal Impact box below for relevant financial information
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$144,500.00</u> Current year cost: \$144,500.00 plus tax Subsequent year(s) cost: \$95,000.00 plus tax	
Narrative: The Interlocal Agreement provides that the cost of the Eceptionist software will be shared equally by both the City and the County. The City will contract directly with Eceptionist, Inc. and the County will reimburse the City 50% of the annual costs.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc.? Yes. 50% of the costs will be shared by the County.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) 50% of the costs will be shared by the County.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – Software implementation, annual subscription & maintenance	
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 – Software implementation annual subscription & maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – Software implementation annual subscription & maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Online Referral Subscription.

INTERLOCAL AGREEMENT

Spokane County/City Supervision/Probation Online Referral Tool (ORT)

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington (City) having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, SPOKANE COUNTY, a political subdivision of the State of Washington (County) having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE MUNICIPAL COURT (Municipal Court), and SPOKANE COUNTY DISTRICT COURT (District Court), hereinafter each individually referred to as “Party” and collectively as the “Parties”.

A. RECITALS AND FINDINGS

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

WHEREAS, when Municipal or District Court imposes a criminal sentence that requires referral of a sentenced defendant to a provider for any kind of assessment and/or treatment, the courts through their respective Probation Departments need to transmit such referrals and receive responsive assessment/treatment information (data) in a secure, timely, and efficient manner; and

WHEREAS, since 2009, to achieve the objective of secure, timely, and efficient transmittal of these referrals and responsive data, City, led by its City Information Technology Department (IT), internally developed and implemented an automated tool, referred to as the Supervision/Probation Online Referral Tool (ORT), which routinely has been used by both City and County Courts and their Probation Departments since 2009; and

WHEREAS, despite regular ORT improvements and upgrades, the Parties agree the current ORT being utilized by the Parties is outmoded because it: 1.) lacks the capability to perform the full range of ORT functions needed by the Parties which ORT services and features are otherwise currently available in the ORT services marketplace; 2.) is increasingly complex and expensive to support; and 3.) lacks critical cyber security protections; and

WHEREAS, based on these deficiencies, the Parties procured new ORT services with an outside vendor (eCeptionist) based on a Request for Proposals (RFP) and responsive competitive bids for the services.

NOW, THEREFORE, the Parties agree as follows:

B. PURPOSE.

The purpose of this Interlocal Agreement is to memorialize in writing the mutual agreement and shared understanding of the Parties regarding the need for a new ORT service provider and cost allocation for payment of ORT vendor services between the Parties.

C. TERM.

This Agreement shall commence upon the date of execution via signature of all Parties and continue for five (5) years and may thereafter be renewed by written agreement of the parties for another term of five (5) years.

D. RESPONSIBILITIES OF THE PARTIES.

Pursuant to the terms of this Interlocal Agreement, the Parties agree to the terms of cost allocation below:

1. The cost for the initial implementation and integration of the new referral tool is identified on Exhibit A attached.
2. The ongoing cost for the term, years 1-5, of the new ORT which predominantly covers IT operational support and the vendor's annual software service fee are identified in Exhibit A.
3. Cost Allocation: 50/50 Split City/County. All project costs, including initial implementation and integration, outyear maintenance and any additional vendor fees associated with change orders agreed to by the Parties will be shared and borne equally (50% each) by the City and County. See Exhibit B (eCeptionist Services Agreement).

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

Spokane Municipal Court	Spokane County District Court
Kristin C. O'Sullivan, Presiding Judge 1100 W Mallon Ave Spokane, WA 99260-0001 E: kosullivan@spokanecity.org P: (509) 622-5867	John Witter, Spokane County District Court Administrator 1100 W Mallon Ave. Spokane, WA 99260-0001 E: jwitter@spokanecounty.org P: (509)477-2942

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the

respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

G. INSURANCE.

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

1. CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

2. COUNTY

The County is self-insured for Workers Compensation (\$1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County and/or its agents and/or action in connection with or incidental to the performance of this Agreement which the County and/or its agents are found to be liable for will be paid by the Pool and/or County.

H. INDEMNIFICATION.

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

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

These indemnifications and waiver shall survive the termination of this Agreement.

I. TERMINATION / EARLY TERMINATION.

This Agreement may not be unilaterally terminated by either Party in advance of the end of the term identified in Section C herein.

After 24 months have elapsed from the date Parties fully execute this agreement, any party that is current in its financial obligations hereunder may request an early termination of this Agreement by submitting a written Request for Early Termination to the other Parties in accordance with Section F herein.

If an early termination is requested and approved by the other Parties, the Party receiving the early termination shall pay the full amount of their agreed-upon obligation for the remainder of the term. If the party seeking and receiving the early termination is the City of Spokane or the Spokane Municipal Court, the early termination penalty shall be paid to Spokane County. If the party seeking and receiving the early termination is the County of Spokane or the Spokane County District Court, the early termination penalty shall be paid to the City of Spokane. The termination penalty is due and payable on the date the requesting Party is provided notice from the other Parties that the early termination has been approved.

J. COMPLIANCE WITH LAWS.

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

K. VENUE.

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

L. ASSIGNMENT.

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

M. ENTIRE AGREEMENT.

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

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties' designated representatives, shall be valid until put in writing and signed.

O. SEVERABILITY.

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

P. RCW 39.34 REQUIRED CLAUSES.

1. Purpose. See Section B above.
2. Duration. See Section C above.
3. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
4. Responsibilities of the Parties. See Section D above.
5. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the County shall file this Agreement with the Auditor or list it on its website or other electronically retrievable public source
6. Financing. See section D City/County cost allocation of 50% each.
7. Termination. See Section I.

Q. SIGNATURES.

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

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this 9th day of July 2024.

CITY OF SPOKANE

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

By: Lisa Brown
Title: City of Spokane Mayor


Mary L. Kunev, Chair

Date: _____


Josh Kerns, Vice-Chair


Al French, Commissioner



Amber Waldref, Commissioner


Chris Jordan, Commissioner

Attest:

Attest:

By: Terri Pfister
Title: City Clerk


By: Ginna Vasquez
Title: Clerk of Spokane County BOCC

Date: _____

Date: 7/9/24



City of Spokane Municipal Court

Spokane County District Court

Kristin C. O'Sullivan, Presiding Judge



Jennifer Fassbender, Presiding Judge

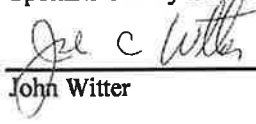
Date: _____

Date: 7/11/2024

Spokane Municipal Court Administrator

Spokane County District Court Administrator

Howard F. Delaney



John Witter

Spokane County IT Director



Kevin Norris

Approved as to form:

By: Michael Piccolo
Title: City Attorney

Date: _____

Exhibit "A"

Project & Operational Costs

Cost Category	Project					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Exceptionist Professional Service Costs:						
Existing Event Data Migration	\$ 9,000					\$ 9,000
ADFS Integration	\$ 10,500					\$ 10,500
City - Defender Management System Integration	\$ 15,000					\$ 15,000
County - Defender Management System Integration	\$ 15,000					\$ 15,000
Exceptionist Annual Service Fee	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 475,000
Taxes on Licensing Costs	\$ 8,550	\$ 8,550	\$ 8,550	\$ 8,550	\$ 8,550	\$ 42,750
Cost Totals:	\$ 153,050	\$ 103,550	\$ 103,550	\$ 103,550	\$ 103,550	\$ 567,250

Cost Breakdown

Cost Per Year for City & County			
	City Obligation	County Obligation	Total Obligation
Year 1	\$ 76,525	\$ 76,525	\$ 153,050
Year 2	\$ 51,775	\$ 51,775	\$ 103,550
Year 3	\$ 51,775	\$ 51,775	\$ 103,550
Year 4	\$ 51,775	\$ 51,775	\$ 103,550
Year 5	\$ 51,775	\$ 51,775	\$ 103,550
Totals	\$ 283,625	\$ 283,625	\$ 567,250

Exhibit "B"

See attached eCceptionist Services Agreement

ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"**Affiliate**" means a business entity controlling, controlled by or under common control with a specified party.

"**Business Day**" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"**CLIENT Content**" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"**CLIENT Marks**" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"**Company Marks**" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"**Data**" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users, in the course of using the Subscription Services provided under this Agreement.

"**Data Compromise**" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"**Features**" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"**Fees**" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"**Force Majeure**" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

ECEPTIONIST SERVICES AGREEMENT

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"**Functionality**" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"**Graphical User Interface**" or "**GUI**" means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"**Implementation Schedule**" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"**Intellectual Property Rights**" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"**Licensed Users**" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"**Service**" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"**Specifications**" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"**System**" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"**Website**" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"**Work Order**" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

ECEPTIONIST SERVICES AGREEMENT

2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

ECEPTIONIST SERVICES AGREEMENT

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

EXCEPTIONIST SERVICES AGREEMENT

copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in Schedule 2.

ECEPTIONIST SERVICES AGREEMENT

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

- (a) if either party materially fails to perform or comply with this Agreement or any provision hereof;
- (b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;
- (c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;
- (d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or
- (e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer, Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

ECEPTIONIST SERVICES AGREEMENT

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

ECEPTIONIST SERVICES AGREEMENT

IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

ECEPTIONIST SERVICES AGREEMENT

CLIENT

Attention: _____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

ECEPTIONIST SERVICES AGREEMENT

exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

- Schedule 1 – Service Specifications (including Initial Work Order No. 1)
- Schedule 2 – Fee Schedule
- Schedule 3 – End User - Terms of Use Agreement
- Schedule 4 – Implementation Schedule
- Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE

E-CEPTIONIST, INC.

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

By: _____
 Name: _____
 Title: _____
 Effective Date: _____

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company ("Server"). Company uses infrastructure provided by Microsoft Corporation ("Azure") to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.
2. Company will be responsible for backing up the data stored in the database in the United States.
3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.
4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT's logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.
5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one of the following software programs installed on their computers (or other devices):
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari

Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company's support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one of the following software programs installed on their computers (or other devices)
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari
 - IOS Safari Browser
 - Android Chrome Browser
7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.
 - -ReferralCX
 - -SchedulingCX
 - -WorkflowCX

Client will also be given access to Eceptionist's administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreement) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 3 different EceptionistCX Software as a Service ("SaaS") environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to “go live” of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one “draft” queue, one “status” queue and one “my requests” queue as well as time to customize one “incoming” queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

- 1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
 - a) Providers
 - b) Resource Date Profiles
 - c) Other reference data required to support the data migration
 - d) "in process" referrals
- 2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
- 3) Company will create the scripts required for the Data Migration.
- 4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to "go live."

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/Internet connection
- Client can whitelist EceptionistCX's server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client's domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work

- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be "Relying Party Trust" on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work

- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

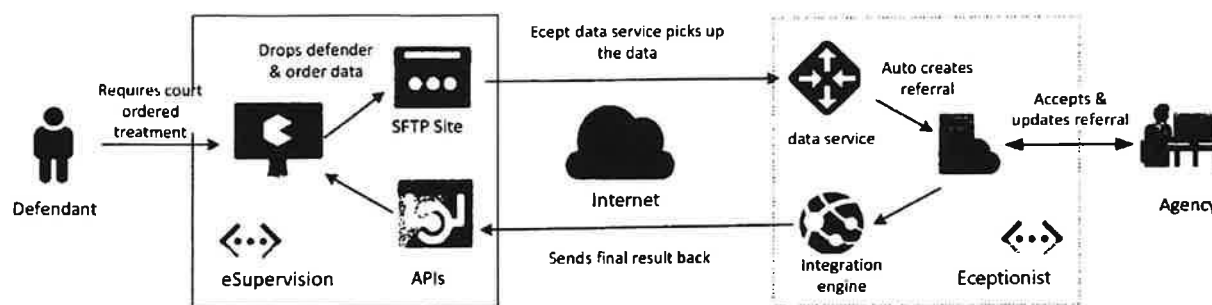
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between ExceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between ExceptionistCX and the City's eSupervision system that leverage the eSupervision and ExceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into ExceptionistCX and back into the County eSupervision system (from ExceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or ExceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and ExceptionistCX will pick up the data files and process accordingly and where the ExceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
 - data specifications
 - network connection
 - defendant data processing implementation
 - location transfer data processing and business logic implementation
 - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in ExceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within ExceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

Schedule 1 – Service Specifications

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of system that CLIENT wants the Service to interface with
- b) Description of the interface requirements
- c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)
- d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems
- e) Direction of the interface (bi-directional vs. unilateral)
- f) Definition of the data that will move between the Service and the interfaced systems
- g) Preferred method for accomplishing the interface
- h) Name and contact information for Change Notice contact
- i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of the functionality or module to be added

Schedule 1 – Service Specifications

- b) The date the functionality is needed
- c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. ("CUSTOMER") for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum's, and amendments made to or incorporated herein now or in the future.

Defect

A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation

Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer

End-Use Customer is defined in the Agreement.

Enhancement

Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products

Products is defined in the Agreement.

Release

Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution

Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications

For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk

The Support Desk is the contact point at Eceptionist.

Support Desk Engineer

A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround

A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist's issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist's main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Exceptionist Defects & Notification

Exceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Exceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Exceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Exceptionist's Support Desk. When notifying Exceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Exceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Exceptionist is to notify of progress / resolution; and
- other information reasonably required by Exceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Exceptionist once Exceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Exceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Exceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Exceptionist will review any classification where a party advises the other that it believes the classification is inappropriate. Exceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Exceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround. Defects that do not recur and cannot be reproduced or isolated by Exceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Exceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	Definition	Notification	Action	Response & Resolution Targets
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Eceptionist's Support Desk by phone and logged within Eceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved	Response: 60 minutes within business hours; 90 minutes outside of business hours Resolution: Eceptionist will work to resolve Defect as soon as possible. Eceptionist will work to try and resolve issue within 24 hours from initial response by Eceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	Response: 4 hours within business hours; 1 business day outside of business hour Resolution: 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Eceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	Response: 1 business day Resolution: 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Eceptionist's designated contact point	Eceptionist analyses and a statement of work produced that includes timelines and costs.	Response: As agreed with CUSTOMER Resolution: by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Eceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Eceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact: CUSTOMER Service Desk
E-Mail: To Be Determined
Escalation: Help Desk
Phone: 1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact: Eceptionist Help Desk
E-Mail: To Be Determined
Eceptionist Tracking System: To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact: Eceptionist main reception
Phone: 713-520-6688

Escalation: To Be Determined
Phone: To Be Determined
E-Mail: To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Exceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Exceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER

The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure

The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Exceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – “Measurement Period”) during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand (\$95,000) US Dollars (the “Annual Service Fee”) for use of the EceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system.

Access and Fee Terms

- Enterprise access for Client to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
 - Unlimited number of Patients/Defendants
 - Unlimited number of Providers
 - Unlimited number of Regional Treatment Partners
 - Unlimited number of Users
 - Unlimited number of Spokane sites
 - Unlimited number of events (i.e., referrals, scheduled appointments)
 - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
 - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
 - Block of 50,000 message segments (up to 136 characters for each segment) for \$2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services proposed to Client are provided out of an SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	\$9,000
ADFS Integration	\$10,500
City - Defender Management System Integration	\$15,000
County - Defender Management System Integration	\$15,000
Total Fees	\$49,500

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000
Existing Event Data Migration	\$9,000				
ADFS Integration	\$10,500				
City - Defender Management System Integration	\$15,000				
County - Defender Management System Integration	\$15,000				
Total Fees	\$144,500	\$95,000	\$95,000	\$95,000	\$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement.** Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: \$24,750
 Earlier of Go Live Date or Agreement Effective Date + 60 days: \$24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	\$1,500 per Day
Functional Lead	\$1,500 per Day
Solution Architect	\$1,500 per Day
Senior Developer	\$1,500 per Day
Junior Developer	\$1,500 per Day
Quality Analyst	\$1,500 per Day
Trainer	\$1,500 per Day

*Note, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Captionist, Inc. 405 Man Street, Suite 800A Houston, Texas 77002 Telephone 713.520.6688	Community Bank of Texas Houston, Texas ABA number 113111983 Account Number: 002949
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Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

Schedule 2 – Fees Schedule

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- "ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-CEPTIONIST Services Agreement dated _____, between E-CEPTIONIST, Inc., a Texas corporation ("Company"), and City of Spokane ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

- ReferralCX
- SchedulingCX
- WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT

E-CEPTIONIST, INC.

By: _____
Name: _____
Title: _____
Effective Date: _____

By: _____
Name: _____
Title: _____
Effective Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between Client ("Covered Entity" in the Business Associate Agreement) and E-Ceptionist, Inc, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Exceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Captionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Exceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Exceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Exceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Exceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

NO. 24-0410

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT)
BETWEEN SPOKANE COUNTY AND)
THE CITY OF SPOKANE REGARDING)
THE PROCUREMENT OF A NEW)
ONLINE REFERRAL SYSTEM)

RESOLUTION

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

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

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

WHEREAS, pursuant to chapter 39.34 RCW ("Interlocal Corporation Act") counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane and the County (collectively the "Parties") desire to enter into an Interlocal Agreement for the purposes of sharing in the cost of procuring and jointly using a cloud-based online referral system; and

WHEREAS, pursuant to RCW 39.32.090, the Board of County Commissioners, authorized the Information Technology Director manage the shared cost of software implementation and support services over a five-year period, subject to availability of funds, for \$283,625.00 USD, including sales tax; and

WHEREAS, the Information Technology Department staff has recommended that the Board enter into the attached Agreement between Spokane County and the City of Spokane entitled "INTERLOCAL AGREEMENT - EXCEPTIONIST SOFTWARE - COST SHARING & USAGE", whereby the parties to the agreement will, for a five-year period running the duration of the contract with Eceptionist, Inc., share the cost of the implementation of the Eceptionist application platform and associated support services under the terms and conditions set forth in the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and RCW 36.32.090, that:

- (1) the County enter into the attached Interlocal Agreement between the City of Spokane and Spokane County, whereby the Parties will, for a five-year period running the duration of the contract with Eceptionist, Inc., cost-share the implementation of the Eceptionist Application Platform and Associated Support Services under the terms and conditions set forth in the Agreement; and
- (2) the Chairperson of the Board, or a majority of the Board, acting on behalf of the County, is hereby authorized to execute said Agreement, as well as any amendments thereto, at other than an open public meeting.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

PASSED AND ADOPTED this 9th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Stella Thompson OBO
Ginna Vasquez, Clerk of the Board

Mary L. Kuneey
MARY L. KUNEY, Chair

Josh Kerns
JOSH KERNS, Vice-Chair

Al French
AL FRENCH, Commissioner

Chris Jordan
CHRIS JORDAN, Commissioner

Amber Waldref
AMBER WALDREF, Commissioner

PROBATION
ON-LINE REPORTING (OLR) SYSTEM

Spokane County District Court

AGENDA

- What is the On-Line Reporting (OLR) System
- Why we need an OLR System
- Probation Fund - Trajectory
- IT Options and Input
- Questions and Answers

On-Line Reporting System

History

- ✓ The current OLR system was developed in 2009 by a City IT employee. It is an aging system, and the City is going to "retire" it.
- ✓ County probation collaborated in the Request For Proposal (RFP) process with the City of Spokane, in August 2023
- ✓ The OLR process saves significant time, money and natural resources. The proposed new OLR is also cloud based making it less of a security risk

Who uses the OLR system?



City Probation

County Probation

Fifty-five (55) local treatment agencies utilize the system to receive referrals and send evaluations, monthly reports, and compliance updates.

OLR: Web-Based System

**Before OLR
(3-7 days)**

Probation mails the
REFERRAL to outside
Agencies

Agencies mail/fax
evaluations and
treatment reports to
Probation.

Probation scans and
enters documents into
the District Court
Probation (DCP)

**With OLR
(1-3 days)**

Probation completes a
REFERRAL in DCP
The Agency receives it in
the OLR que
immediately.

Agencies submit
evaluations and
treatment reports to
Probation through the
OLR system and
Probation receives them
within 24 hours.

Information automatically
downloads into DCP
No scanning necessary!

The Probation Budget

Trends and Future Strategies



THE STATS: 2018-2023

	Annual Expenditures	Fees		Fees Collected
		Fees Ordered	Waived/Reduced	
2018	\$1,373,750	\$1,549,670	\$110,420	\$1,404,325
2019	\$1,511,894	\$1,472,518	\$289,940	\$1,333,137
2020	\$1,555,444	\$1,002,388	\$197,437	\$1,174,334
2021	\$1,595,568	\$954,841	\$437,850	\$1,109,164
2022	\$1,468,013	\$700,781	\$262,940	\$900,600
2023	\$1,633,734	\$817,926	\$280,518	\$819,040*

Probation's historical financial data and expenditures reflects a consistent deficit in operating funds requiring supplementation.

■ The amount of fees collected

■ The amount needed to meet annual expenditures

■ The amount exceeding annual expenditures



2018 Gains \$30,575 2019 Deficit \$178,757 2020 Deficit \$381,110 2021 Deficit \$486,404 2022 Deficit \$567,413 2023 Deficit \$814,694

Collaboration with the City of Spokane

- County IT familiarized and examined the Exceptionist application
- Determined the fit of an Exceptionist application on the County Network
- Defined City/County funding responsibilities for the Exceptionist contract period (5 years)
- Interlocal Agreement (ILA) between the City and County (drafted)

Funding Exceptionist

☑ Year 1: Implementation & Support

☑ Year 2-5: Ongoing Support

Exceptionist – Cost Per Year for City & County

	City Obligation	County Obligation	Total Obligation
Year 1	\$76,525	\$76,525	\$153,050
Year 2	\$51,755	\$51,755	\$103,550
Year 3	\$51,755	\$51,755	\$103,550
Year 4	\$51,755	\$51,755	\$103,550
Year 5	\$51,755	\$51,755	\$103,550
Totals	\$283,625	\$283,625	\$567,250

FAQs

✓ Do we really need OLR?

Without an on-line reporting system, we would have to revert to mail or fax. This method is costly (staff and postage), not secure, and is very antiquated compared to today's technological options.

✓ Collaboration

The City included County Probation in the RFP process to examine and evaluate replacement systems. We have already had the opportunity to see demonstrations of several applications. Exceptionist scored in the top two options

✓ Why do it now?

The current OLR System has served us well since its inception in 2009. The system is aging and eventually will fail. In addition, the City is seeking an alternative and we will lose the current option regardless.

✓ Cost Effective Option

The cost of replacing an OLR system is not realistically attainable without sharing the expense.

✓ How much is it used?

*What if we don't have an OLR system?
In 2023
Probation sent out 3,560 referrals
Received 11,797 reports/evaluations*


✓ Economics

*Absent the OLR system probation would need to hire a position to process all of the treatment agency documents
Average cost of an Admin Support Specialist 3 = \$68,000 per year*

THANK YOU!

 Lonnie Tortorelli

 ytortorelli@spokanecounty.org

 509-477-2613

Special thanks to Maha Cross for her assistance with this presentation.

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Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: District Court

CONTACT PERSON: Yolanda Tortorelli

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW:

BELOW FOR CLERK'S USE ONLY:

Board Briefing Session Agenda

Clerk's Resolution No.

24 - 0410

Approved:

Majority/Unanimous

Denied:

Majority/Unanimous

Renews/Amends No.

Public Works No.

Purchasing Dept. No.

AGENDA TITLE (please provide a reasonably descriptive agenda title for this item): Lonnie Tortorelli - District Court Probation Manager (10:50 a.m. to 11:05 a.m.)

- eCeptionist Software - Collaboration with City of Spokane to Replace Antiquated OLR System

DESCRIPTIVE SUMMARY (please provide anticipated fiscal and budgetary information & reason for request): The City of Spokane Municipal Court and Spokane County's District Court Probation departments share a common system (Online Referral system - OLR) to manage the referral and reporting requirements between the Probation departments and the Service Providers. The antiquated OLR system needs replaced, as it is cumbersome to maintain, is not mobile friendly, and does not securely manage CJIS, HIIPA, or PII information. The City and County want to jointly implement the eCeptionist cloud-based system that will modernize both agencies' ability to safely and securely manage private documentation security between the Probation Dept's and the Service Providers.

FISCAL IMPACT (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable): 5 year impact to Spokane County - Total of \$283,625 (Tax Included)

- Year 1 - \$76,525 (tax included)
- Year 2 - \$51,775 (tax included)
- Year 3 - \$51,775 (tax included)
- Year 4 - \$51,775 (tax included)
- Year 5 - \$51,775 (tax included)
- Total 5-year commitment - \$283,625

REQUESTED BOARD ACTION (if any): Seek BoCC approval to move forward with a five-year Interlocal Agreement (ILA) with the City of Spokane to jointly use the eCeptionist software in place of the current out-dated OLR system.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item:
District Court, District Court Probation, Budget, and IT

This Item will need to be codified in the Spokane County Code: No

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 08/12/2024**Committee Agenda type:** Consent**Date Rec'd**

7/2/2024

Clerk's File #

OPR 2024-0679

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

TERI STRIPES 6597

Requisition #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 915 E MLK JR WAY

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with NARP LLC, for the future construction of approximately 213 units, at Parcel Number(s) 35174.0612, 35174.0614, 35174.0615, 35174.0613 commonly known as 915 E MLK Jr Way.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MACDONALD, STEVEN

Division Director

MACDONALD, STEVEN

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Robert Hayes rhayes@bridgestonecap.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

amccall@spokanecity.org

akiehn@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, X6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Zappone, Bingle, and Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the District on the River Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable with Income & Rent restrictions</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the District on the River at the August 26, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 213 units, at 915 E MARTIN LUTHER KING JR WAY SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned DTU, HI and the proposed use is allowed. Estimated Construction Costs: \$63,000,000 Located in the East Central neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
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Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

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

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agenda for approval to appear on the next available legislative consent agenda.

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Sagamore Spokane, LLC, as "Owner/Taxpayer" whose business address is 9616 East A.W. Tillinghast Road, Scottsdale, AZ 85262.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Parcel 35174.0612

17-25-43: ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43EAST, WILLAMETTE MERIDIAN, AND BEING DESCRIBED AS FOLLOWS: A PORTION OF TRACT A, TRACT B, LOT 1, LOT 2 AND LOT 3, AS SAID TRACTS AND LOTS ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES, Z2006-30-FBSP" FILED FOR RECORD ON OCTOBER 17, 2012 IN BOOK 3 OF BINDING SITE PLANS, AT PAGES 57 AND 58, SPOKANE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE HS LINE OF THE 290 SPUR, SR 90 TO TRENT AVENUE AND THE NORTHERLY LINE OF THE SAID BINDING SITE

PLAN, BEING HEREINABOVE DESCRIBED; THENCE ALONG SAID HSLINE, S14°52'34"E 268.44FT; THENCE LEAVING SAID HS LINE, S56°34'25"W 33.72FT TO THE EAST CORNER OF LOT 2, BEING HEREINABOVE DESCRIBED; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, S57°27'38"W 181.70FT AND S58°04'20"W 127.73FT TO THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, N15°37'38"W 10.92FT TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCELOF LAND DESIGNATED AS "EXHIBIT A-1" IN THAT CERTAIN RIGHT-OF-WAY DEDICATION DEED RECORDED FEBRUARY 16, 2016, UNDER AFN 6474484; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTHWESTERLY ALONG ACURVE TO THE RIGHT, FROM A POINT WITH A RADIAL BEARING OF S11°52'05"W, HAVING A RADIUS OF 1,112.50FT, THROUGH A CENTRAL ANGLE OF 06°31'38", AN ARC DISTANCE OF 126.74FT TO THE SOUTHWESTERLY LINE OFSAID TRACT A, SAID POINT HAVING A RADIAL BEARING OF S18°23'43"W; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO COURSES AND DISTANCES; 1. NORTHWESTERLY ALONG A CURVE TO THE RIGHT, FROM A POINTWITH A RADIAL BEARING OF S22°16'27"W, HAVING A RADIUS OF 1,132.69FT; THROUGH A CENTRAL ANGLE OF 03°43'37", AN ARC DISTANCE OF 80.18FT TO A POINT WITH A RADIAL BEARING OF S26°00'04"W; 2. WESTERLYALONG A CURVE TO THE RIGHT FROM A POINT WITH A RADIAL BEARING OF S07°20'01"W, HAVING A RADIUS OF 595.18FT, THROUGH A CENTRAL ANGLE OF 01°51'04", AN ARC DISTANCE OF 19.23FT TO A POINT WITH A RADIALBEARING OF S09°11'05"W; THENCE LEAVING SAID SOUTHWESTERLY LINE, N22°26'35"E 162.34FT TO THE SAID NORTHERLY LINE OF SAID BINDING SITE PLAN, THENCE ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT, FROM A POINT WITH A RADIAL BEARING OF S07°05'22"W, HAVING A RADIUS OF 327.40FT, THROUGH A CENTRAL ANGLE OF 56°37'45", AN ARC DISTANCE OF 323.59FT AND NORTH 40°27'37"E 133.66FT TO THE SAID POINT OFBEGINNING OF THIS DESCRIPTION. EXCEPTING THEREFROM: PARCEL C AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN AGREEMENT ENTITLED "QUIT CLAIM DEED, GRANT OF EASEMENT AND CONSTRUCTION PERMIT" BETWEEN SPOKANERIVER PROPERTIES AND THE STATE OF WASHINGTON, RECORDED JUNE 9, 1982 UNDER AFN 8206090066, SPOKANE COUNTY RECORDS. (AFN 6996650) Plus Parcels: 35174.0614, 35174.0615, 35174.0613

Assessor's Parcel Number(s) 35174.0612, 35174.0614, 35174.0615, 35174.0613, commonly known as 915 E MARTIN LUTHER KING JR WAY AKA 1110 East MLK Jr. Way, Spokane.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction

under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 213 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer

of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2024

CITY OF SPOKANE

By: _____
Mayor, Lisa Brown

By _____
Owner/Taxpayer
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd

8/8/2024

Clerk's File #

OPR 2024-0680

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - WTSC DUI ENFORCEMENT GRANT ACCEPTANCE

Agenda Wording

The Spokane Police Department applied for and was awarded a grant with WTSC-DUI in FY2024-FY2025. The grant requests funding to pay for one full-time officer's salary, benefits and anticipated job-related overtime.

Summary (Background)

This is an effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full-time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 192,671

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Funding used for one current SPD officer. No new or additional FTE's being added.

Amount

Budget Account

Revenue \$ 192,671.00

1620-91825-99999-33320-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MCNAB, MICHAEL

Accounting Manager

SCHMITT, KEVIN

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

eesqueda@wtsc.wa.gov

SPDFinance@spokanecity.org

tfuller@spokanepolice.org



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2024-ST-5414-Dedicated DUI Enforcement - Spokane Police Department

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

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

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding for traffic safety grant project 2024-ST-5414-Dedicated DUI Enforcement - Spokane Police Department.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or September 1, 2024, whichever is later, and remain in effect until June 30, 2025, unless terminated sooner, as provided herein. The Contract for this project will be for a one-year term. However, we intend to provide funding over a three-year period, contingent upon funding availability and sub-recipient performance. Funding will be allocated at 75% in the second year and 50% in the third year, with the final

Contract concluding on June 30, 2027.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC Program Manager immediately and discuss a potential amendment. All State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

From 2019 to 2023, traffic fatalities in Washington State have increased 50% from 538 to 810. The 810 fatalities in 2023 represent a 30-year high in traffic deaths. On average, half of these fatal crashes (49%) involved an impaired driver. From 2019-2023, the number of impaired drivers involved in fatal crashes has increased 43% from 258 to 369.

From 2022-2023, the total number of fatal crashes in Washington State have increased 46%. In this same timeframe, Spokane County has seen a 61% increase in the number of impaired drivers involved in fatal crashes. 51% of all the fatal crashes in Spokane County involve an impaired driver. This is higher than the state average of 49%. Furthermore, Spokane County has a much higher-than average percentage of impaired drivers involved in pedestrian fatalities (24% vs. 15% statewide).

3.1.2 Project Purpose and Strategies

The purpose of this project is to address an increase in serious injury and fatal collisions related to alcohol and drug impairment. This project will accomplish this by providing funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

3.2 PROJECT GOALS

1) Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2025.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 32, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$192,671.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

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

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

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

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

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

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

3.3.8 Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$5,000 or greater, and small and attractive assets.

Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1,000 or more:

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

3.4. PROJECT COSTS

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

Year 1: \$192,671.00

APPLICABLE STATE TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

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

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. ALL WRITINGS CONTAINED HEREIN

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

8. SUBCONTRACTING REQUIREMENTS

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable state and local law, including but not limited to procurement law, rules, and procedures.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

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

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. COST PRINCIPLES

Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

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

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

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

16. INCOME

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

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

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

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

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

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

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

22. RIGHT OF INSPECTION

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

relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

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

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

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

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. STATE NONDISCRIMINATION

31.1 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). 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.

31.2 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).

31.3 Default. Notwithstanding any provision to the contrary, WTSC 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 WTSC 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), WTSC 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. The 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.

31.4 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. WTSC 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 WTSC for default under this provision.

32. WAIVER

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

33. DESIGNATED CONTACTS

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

34. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$192,671.00	0%	\$0.00	\$192,671.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$192,671.00		\$0.00	\$192,671.00

Officer activities: \$173,938

This project will provide funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

Note: The WTSC agrees to fund 100% of the Dedicated DUI Officers officer activities for the first year of programming, September 1, 2024 - June 30, 2025.

In subsequent years the WTSC will reduce the funding amounts to cover, 75% of the Dedicated DUI officer activities for July 1, 2025 - June 30, 2026, and 50% of the Dedicated DUI officer activities July 1, 2026 - June 30, 2027

Anticipated overtime related to the mission of the grant: \$18,733

Overtime funding for late arrests, DUI reports, support of LCB compliance checks, etc.

These funds may only be used to pay for the hourly cost and proportional amounts of fringe benefits of the commissioned staff pursuing the activities outlined in the scope of work. The funds may not be used for any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program

Manager prior to purchase.

Total Budget: \$192,671

Note: The funding for this project comes through a proviso from the Washington State Legislature. Moreover, the allocation of grants in future years will hinge on the availability of funds and the performance of sub-recipients.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2025.

Objective	Objective Details	Completion Date
Increase the number of DUI arrests by conducting dedicated DUI enforcement 5 days/nights per week.	Increased enforcement should result in an increase in DUI-related arrests during the grant period.	06/30/2025
Reduce serious and fatal injury crashes.	Increased enforcement should result in a decrease in the number of serious injury or fatal crashes during the grant period.	06/30/2025

Create and implement an enforcement plan using data to direct patrol efforts.		06/30/2025
Review and report individual officer activities, such as day/time of patrols, number of DUI arrests, etc., for grant funded officer.	<p>This will be used to complete WTSC-required quarterly reports and annual final report. Monitoring and review of Officer activity will be conducted by a Sgt., Lt., or Capt. (WEMS, RMS).</p> <p>Long term digital activity logs will be used to capture data.</p>	06/30/2025

Measure	Reporting Frequency	Type	Target
Percentage increase in DUI arrests	Quarterly	Process	10
Percentage reduction in serious injury/fatal crashes	Quarterly	Process	10
Report officer activities on a quarterly basis using long term activity logs in WEMS	Quarterly	Process	4
Number of hours of DUI patrols conducted per month	Quarterly	Process	80

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of WTSC DUI Enforcement grant
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane Police Department applied for and was awarded a grant with WTSC-DUI in FY2024-FY2025. This is an effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full-time officer's salary, benefits and anticipated job-related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives.</p> <p>Upon acceptance of the grant, the Spokane Police Department will provide an additional full-time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols. The grant also includes grant funding for PSA/Contract Services.</p> <p>Grant period of performance September 1st, 2024 through June 30th, 2025 for year 1 of the award. WTSC intends to provide 75% funding in year 2 and 50% funding in year 3 but future funds are contingent upon funding availability and will be submitted for approval during future periods.</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: <u>\$192,671(Revenue)</u></p> <p>Current year cost: \$ N/A</p> <p>Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Funding used for one current SPD officer. No new or additional FTE's being added.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Yes – no new additional FTEs being requested.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Grant funded FTE will be 12.5% funded by the general fund in 2025 and 37.5% in 2026.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

- Impaired driving crashes have major economic impact on our community as a whole. From 2014-2023, we had a total of 86 fatalities involving impaired drivers. Of those drivers, 63% were male and 87% were white, nearly 6% were native American, and nearly 5% were black. For both black and native American citizens, this is over 3 times the percentage of our community represented by these populations so these fatal impaired driving crashes disproportionately affect those communities.

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

- Data will be collected via arrests for most of these demographic areas.

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

- Data and deliverables will be provided to WTSC quarterly.

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 plan to make traffic safe in Spokane for all road users.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 08/12/2024**Committee Agenda type:** Consent**Date Rec'd**

8/1/2024

Clerk's File #

OPR 2023-1259

Cross Ref #

OPR 2023-1125

Project #**Council Meeting Date:** 08/26/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Bid #**Contact Name/Phone**

TREY GEORGE 625-7908

Requisition #**Contact E-Mail**

JGEORGE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

4330 - CONSENT TO AMEND GRANT CONTRACT WQC-2023-SPOKAN-00120

Agenda Wording

Consent to amend grant contract WQC-2023-Spokane-00120 to increase the total eligible grant project costs by an additional \$42,156 of 100% reimbursable funds from the Washington State Technology Assessment Protocol - Ecology (TAPE) project

Summary (Background)

The monitoring 6PPD is being added to the scope of the grant funded non-vegetated swale TAPE project. 6PPD is a stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon. The Department of Ecology established 6PPD as a priority pollutant and is currently offering additional research funding to existing grant funded projects to better understand the behavior of 6PPD in the environment.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0.00

Current Year Cost \$ 0.00

Subsequent Year(s) Cost \$ 0.00

Narrative

The Washington State Technology Assessment Protocol - Ecology (TAPE) project is being managed under the Wastewater Management Stormwater budget however the additional funding is 100% reimbursable and the total cost to the City of Spokane is \$0.00.

Amount**Budget Account**

Neutral \$ 0.00

4330-43354-35148-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GENNETT, RAYLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

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mmurray@spokanecity.org

Tax & Licenses

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mlowdon@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Wastewater Management – Stormwater
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org 625-7908
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 8 minutes
Agenda Item Name	4330 – Consent to amend grant contract WQC-2023-Spokane-00120 to increase the total eligible grant project costs by an additional \$42,156
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only * Request to suspend the rules to present to Council at the August 19 th hearing.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Consent request to increase the amount of an existing grant contract by \$42,156 of 100% reimbursable funds to add the chemical N-(1,3-dimethylbutyl)-N'-phenyl-p-phenylenediamine (6PPD) to the grant funded project scope. This chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.</p> <p>The Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tires through the Safer Products for Washington program.</p> <p>The Department of Ecology is currently offering additional research funding to existing grant funded projects to better understand the behavior of 6PPD in the environment to inform regulators during the development of upcoming 6PPD regulations.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.00.</u></p> <p style="margin-left: 40px;">Current year cost: \$0.00 Subsequent year(s) cost: \$0.00</p> <p>Narrative: <u>The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$42,156 funds is \$0.00.</u></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? N/A</p> <p>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.)</p>	

The additional grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.

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

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

The impacts to historically excluded communities and communities not historically excluded will be very similar in that outcome of project will inform environmental decisions statewide across all 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?

Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles. The projects' data collection methods, sample analyses, and summary reports are technical actions rooted in science do not allow racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other community disparities to impact the performance or outcome of the science.

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

The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology's TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

- 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 proposed increase in grant funding, and associated contract amendment will provide additional support to a project that is evaluating stormwater management tools that more are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans.

Comprehensive Plan Goals

Capital Facilities and Utilities Goal 5 - Environmental Concerns

- Policy CFU 5.2 Water Conservation
- Policy CFU 5.3 Stormwater

Natural Environment Goal 1 – Water Quality

- Policy NE 1.2 Stormwater Techniques

Natural Environment Goal 2 – Sustainable Water Quantity

- Policy NE 2.1 Water Conservation

Sustainability Action Plan Strategies

Water Resources Strategy 5 - Improve Stormwater Management

- Priority Action WR 5.1 Invest in stormwater management innovations

Council Subcommittee Review

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

SCOPE OF WORK

Task Number: 7

Task Cost: \$42,156

Task Title: 6PPD-quinone Sampling and Analysis

Task Description:

The RECIPIENT will ensure the following items are complete and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will submit the 6PPD-q sampling and analysis in accordance with ECOLOGY’s standards and policies.

The RECIPIENT will:

- A. Construct the BMPs according to the plans/specifications developed for modifying the test site in Task 3. Additional charges for purchasing and shipping the HPBSM may be charged to this task.
- B. Develop a QAPP addendum to include 6PPD-q testing. The addendum should include 6PPD-q sample collection, laboratory analysis, and development of a fact sheet.
 - 1. Submit the QAPP addendum and respond to ECOLOGY comments.
- C. Collect field samples in accordance with the QAPP for 8 monitoring events for a total of 24 samples.
 - 1. Coordinate with an Ecology laboratory accredited for 6PPD-q analysis as listed in the QAPP.
 - 2. Submit the testing results to ECOLOGY.
 - 3. Conduct two audits to confirm the consultant team is following the procedures defined in the QAPP addendum. Submit the summarized the audit findings to ECOLOGY.
- D. Analyze the data using the methods outlined in the QAPP.
 - 1. Develop a 6PPD-q fact sheet that includes a summary of work complete, data analysis methods, and results.
 - 2. Upload the 6PPD-q data to the International BMP Database Format.

Task Goal Statement:

The RECIPIENT will complete all Task 7 submittals in a timely manner.

Task Expected Outcome:

Identify whether 6PPD-q reduction is achieved and the level of reduction. An additional outcome of this task would be that the 6PPD-q data from this project will be available to stormwater professionals throughout the world.

6PPD-q Sampling and Analysis Deliverables

Number	Description	Due Date

7.1	6PPD-q Draft and Final QAPP Addendum Upload to EAGL and notify ECOLOGY.	
7.2	6PPD-q Water Quality Testing Results Upload to EAGL and notify ECOLOGY.	
7.3	6PPD-q Audit Summary and Results Upload to EAGL and notify ECOLOGY.	
7.4	6PPD-q Fact Sheet Upload to EAGL and notify ECOLOGY.	
7.5	6PPD-q Data Compiled to International BMP Database Format Notify ECOLOGY when upload is complete.	

DRAFT



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd

7/31/2024

Clerk's File #

OPR 2023-1125

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

Contact Name/Phone

TREY GEORGE 625-7908

Requisition #

Contact E-Mail

JGEORGE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

4330 - CONSENT TO AMEND CONSULTANT CONTRACT WQC-2023-SPOKAN-

Agenda Wording

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Summary (Background)

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Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0.00

Current Year Cost \$ 0.00

Subsequent Year(s) Cost \$ 0.00

Narrative

The Washington State Technology Assessment Protocol - Ecology (TAPE) project is being managed under the Wastewater Management Stormwater budget however the additional funding is 100% reimbursable and the total cost to the City of Spokane is \$0.00.

Amount

Budget Account

Neutral \$ 0.00

4330-43354-35148-54201-99999

Select \$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

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Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

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mldowdon@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Wastewater Management – Stormwater
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org 625-7908
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 8 minutes
Agenda Item Name	4330 – Consent to amend consultant contract WQC-2023-Spokane-00120 to increase the total eligible grant project costs by an additional \$42,156
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only * Request to suspend the rules to present to Council at the August 19 th hearing.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Consent request to increase the amount of an existing grant contract by \$42,156 of 100% reimbursable funds in order to add the chemical N-(1,3-dimethylbutyl)-N'-phenyl-p-phenylenediamine (6PPD) to the grant funded project scope. This chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.</p> <p>The Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tire through the Safer Products for Washington program.</p> <p>The Department of Ecology is currently offering additional research funding to existing grant funded projects to better understand the behavior of 6PPD in the environment to inform regulators during the development of upcoming 6PPD regulations.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.00.</u></p> <p style="margin-left: 40px;">Current year cost: \$0.00 Subsequent year(s) cost: \$0.00</p> <p>Narrative: <u>The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$42,156 funds is \$0.00.</u></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? N/A</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

The additional grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.

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

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

The impacts to historically excluded communities and communities not historically excluded will be very similar in that outcome of project will inform environmental decisions statewide across all 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?

Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles. The projects' data collection methods, sample analyses, and summary reports are technical actions rooted in science do not allow racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other community disparities to impact the performance or outcome of the science.

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

The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology's TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

- 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 proposed increase in grant funding, and associated contract amendment will provide additional support to a project that is evaluating stormwater management tools that more are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans.

Comprehensive Plan Goals

Capital Facilities and Utilities Goal 5 - Environmental Concerns

- Policy CFU 5.2 Water Conservation
- Policy CFU 5.3 Stormwater

Natural Environment Goal 1 – Water Quality

- Policy NE 1.2 Stormwater Techniques

Natural Environment Goal 2 – Sustainable Water Quantity

- Policy NE 2.1 Water Conservation

Sustainability Action Plan Strategies

Water Resources Strategy 5 - Improve Stormwater Management

- Priority Action WR 5.1 Invest in stormwater management innovations

Council Subcommittee Review

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



City of Spokane
CONTRACT AMENDMENT
Title: **Non-Vegetated Bioretention
Tape Study Project**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NB Engineering dba Evergreen StormH20**, whose address is PO Box 18912, Spokane, Washington 99228 as ("**Consultant**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to perform a Tape Study Project to Determine if two different BSN without vegetation can meet the TAPE treatment performance goals; and*

WHEREAS, a change or revision of the Work has been requested, 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 November 15, 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 shall become effective on August 1, 2024.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Exhibit A attached is Amendment No. 1 which adds Task 7. Task y covers work associated with collection and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site, which is in addition to the scope of work contained in Tasks 1-6 agreement.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-TWO THOUSAND ONE HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$42,166.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, 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 by having legally-binding representatives affix their signatures below.

**NB ENGINEERING dba
EVERGREEN STORMH20**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Amended Scope of Work document – Evergreen 6PPD Contract Amendment #1 to add Task 7.

U2024-086

EXHIBIT A

Project Title: Bioretention Soil Media Study: Development of Non-Vegetated BMPs

Agreement No.: WQC-2023-Spokane-00120

Amendment No: 1

BACKGROUND AND PURPOSE

The City of Spokane was awarded the above noted Ecology Water Quality Grant to conduct a project to evaluate the treatment performance of a 60:40 bioretention soil media (BSM) and the high performance BSM (HPBSM) without the presence of vegetation. This Amendment #1 adds Task 7 and the following services to Ecology agreement number WQC-2023-Spokane-00120.

Task 7 6PPD Sampling and Analysis

Task 7 covers work associated with collecting and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site, which is in addition to the scope of work contained in Tasks 1-6 of agreement number WQC-2023-Spokane-00120, and includes additional fees needed to construct the test site.

Services

- **Modify Test Site**

- Compensate for inflation that has caused an increase in the cost of the high performance bioretention soil media (HPBSM) due to inflation since the grant application budget was developed in the summer of 2021.
- Compensate for unanticipated freight charges to transport the HPBSM from western Washington to Spokane Washington.
- We have budgeted up to \$7,224 for additional construction fees.
- Coordinate with the HPBSM vendors to arrange shipping to Spokane.

- **Develop QAPP Addendum**

- Develop an addendum to the Non-Vegetated Bioretention TAPE Project QAPP to include 6PPD-q sample collection, laboratory analysis, and development of a fact sheet. This includes time to coordinate with the laboratory to collect information about 6PPD-q testing methods and the labs quality control procedures, incorporating this information into the QAPP, and coordinating with the lab to review the QAPP addendum.

- Conduct a QA/QC review of the draft QAPP addendum content prior to submitting the document to Ecology for review.
 - Finalize the draft QAPP addendum by incorporating comments provided by Ecology into the draft. This will include responding to Ecology comments on the draft QAPP addendum using the comment option in Excel, Word, or a PDF compatible program. Revisions and comment responses to the draft will be submitted to Ecology for an official record of how the comments were addressed.
 - Conduct a final QA/QC review of changes made to the QAPP addendum to address comments. The review will include an editorial review to address grammar and formatting.
 - Coordinate signatures on the final version of the QAPP with Ecology, the City of Spokane, and the laboratory.
- **Field Sampling**
 - Collect split samples for one influent and two effluent composites for 6PPD-q for up to 8 monitoring events for a total of 24 samples. The influent sample will be collected from the parking lot runoff and the effluent samples will be collected from both the 60:40 BSM and HPBSM Type 2 bioretention cells at the field site.
 - Collect field duplicates for 10% of the samples collected during monitoring events.
 - Coordinate with an Ecology laboratory accredited for 6PPD-q analysis to obtain clean and sealed sample bottles prior to the date sampling will occur.
 - Follow the QAPP addendum procedures to collect, preserve, and package sample bottles for priority shipment to the laboratory. This will include filling out the chain of custody form and coordinating with the laboratory's shipment receiving office to ensure they will be present and prepared to receive the samples within the time frame defined in the QAPP Addendum.
 - Conduct two (2) audits to confirm the Consultant team is following the procedures defined in the QAPP addendum related to 6PPD-q. This is expected to include modifying the audit report template in the QAPP to include items specific to 6PPD-q and summarizing the audit findings.
- **Data Analysis, Management, and Reporting**

- Analyze the data using the methods defined in the QAPP for influent and effluent from each cell to characterize concentrations central tendency and evaluate the pollutant removal efficiency.
 - Develop a draft and final 2-page fact sheet that includes a summary of work complete, data analysis methods, and results.
 - Upload the data collected and analyzed from the project to the International BMP Database (BMPDB). This will include organizing and compiling the data into the BMPDB required format, providing information about the BMP monitored, monitoring events, and results of the monitoring events.
- **Project Management and Coordination**
 - Manage and coordinate the work contained in this amendment. No additional deliverable will be added to this amendment because information the work described in this amendment can be added to the deliverables included in the original agreement. As such, fees for this subtask have been distributed to the other deliverables and are approximately 10% of the amendment budget. The work associated with this subtask is expected to include:
 - Project Management - Coordinate with and manage the consultant team to successfully complete the work described in this. This will include coordinating all technical aspects of the project in accordance with the approved QAPP amendment and tracking the project budget. This work also includes amendment set up and close-out as well as preparing any amendments to this contract if needed.
 - Client and TAC Meetings - Prepare for and organize meetings with the City of Spokane and the TAC. The purpose of these meetings is to discuss the draft QAPP addendum and our comments/questions, coordinate and discuss our progress/questions related to sample collection and shipping.
 - Progress Reports & Invoices - The work described in this scope of work will be amended existing agreement as a new Task 7. As such the monthly progress reports, invoices, and progress report and payment requests (PRPR) will be updated to include this task. Additional work included in this agreement is to summarize the amendment work completed each month and quarter.

Assumptions

- Fees for this task include mileage to ship the samples and fees for shipping the samples overnight to the laboratory.
- Ecology will pay the laboratory directly for testing 6PPD-q samples and as such the fees for this work will not be included in this contract.
- Flow weighted 6PPD-q samples will be collected using an automated sampler.
- The data quality indicators (DQIs) and measurement performance criteria (MPCs) defined in the QAPP are sufficient for defining how quality assurance and quality control will be applied to work in the QAPP addendum as such, no new DQIs or MPCs will be developed for the QAPP addendum.
- The work associated with Task 7 must be complete by June 30, 2025.
- All other assumptions and provisions established in the Ecology agreement number WQC-2023-Spokane-00120 shall remain in place.

Budget

Table 1. Summary of Costs by Deliverable

Deliverable	Fees
D7.1 Construction Invoices	\$9,204
D7.2 Draft and Final QAPP Addendum	\$8,047
D7.3 Water Quality Testing Results	\$18,145
D7.4 Audit Summary and Results	\$1,290
D7.5 Fact Sheet (Data Management & Analysis)	\$11,380
D7.6 Data Compiled to International BMP Database Format	\$3,990
Total Amendment Fees:	\$52,056
Paid Directly by Ecology to the Laboratory:	\$9,900
Total Contract Fees:	\$42,166

SCOPE OF WORK

Task Number: 7

Task Cost: \$42,156

Task Title: 6PPD-quinone Sampling and Analysis

Task Description:

The RECIPIENT will ensure the following items are complete and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will submit the 6PPD-q sampling and analysis in accordance with ECOLOGY’s standards and policies.

The RECIPIENT will:

- A. Construct the BMPs according to the plans/specifications developed for modifying the test site in Task 3. Additional charges for purchasing and shipping the HPBSM may be charged to this task.
- B. Develop a QAPP addendum to include 6PPD-q testing. The addendum should include 6PPD-q sample collection, laboratory analysis, and development of a fact sheet.
 - 1. Submit the QAPP addendum and respond to ECOLOGY comments.
- C. Collect field samples in accordance with the QAPP for 8 monitoring events for a total of 24 samples.
 - 1. Coordinate with an Ecology laboratory accredited for 6PPD-q analysis as listed in the QAPP.
 - 2. Submit the testing results to ECOLOGY.
 - 3. Conduct two audits to confirm the consultant team is following the procedures defined in the QAPP addendum. Submit the summarized the audit findings to ECOLOGY.
- D. Analyze the data using the methods outlined in the QAPP.
 - 1. Develop a 6PPD-q fact sheet that includes a summary of work complete, data analysis methods, and results.
 - 2. Upload the 6PPD-q data to the International BMP Database Format.

Task Goal Statement:

The RECIPIENT will complete all Task 7 submittals in a timely manner.

Task Expected Outcome:

Identify whether 6PPD-q reduction is achieved and the level of reduction. An additional outcome of this task would be that the 6PPD-q data from this project will be available to stormwater professionals throughout the world.

6PPD-q Sampling and Analysis Deliverables

Number	Description	Due Date

7.1	6PPD-q Draft and Final QAPP Addendum Upload to EAGL and notify ECOLOGY.	
7.2	6PPD-q Water Quality Testing Results Upload to EAGL and notify ECOLOGY.	
7.3	6PPD-q Audit Summary and Results Upload to EAGL and notify ECOLOGY.	
7.4	6PPD-q Fact Sheet Upload to EAGL and notify ECOLOGY.	
7.5	6PPD-q Data Compiled to International BMP Database Format Notify ECOLOGY when upload is complete.	

DRAFT



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
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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		
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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.

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



< 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



The Business Lookup information is updated nightly. Search date and time: 7/17/2024 7:58:06 AM

Contact us

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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: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

8/1/2024

Clerk's File #

ORD C36561

Cross Ref #

OPR 2024-0674

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

FIRE

Bid #

Contact Name/Phone

TOM WILLIAMS (509)435-7002

Requisition #

Contact E-Mail

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970- SBO FOR DOE HAZMAT GRANT

Agenda Wording

Acceptance of Department of Ecology hazmat grant and associated budget authority increase.

Summary (Background)

Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling \$140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. Grant period of performance ending June 30, 2025 Budget authority needs to be increased to accommodate this grant.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 140,000

Current Year Cost \$ 140,000

Subsequent Year(s) Cost \$ N/A

Narrative

Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of Spokane Fire members. There is no required grant match of City funds.

Amount

Budget Account

Revenue \$ 140,000

1440-93548-99999-33431

Expense \$ 140,000

1440-93548-various

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	NEIWERT, DARIN D.
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	Mike Forbes mforbes@spokanecity.org
Rob Mathews rcmathews@spokanecity.org	Tom Williams tmwilliams@spokanecity.org
Julie O'Berg joberg@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire/EMS
Contact Name	Assistant Fire Chief Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance - Dept. of Ecology hazmat grant
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary	Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling \$140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. There is no required grant match of City funds.
What is the specific purpose or need for the budget adjustment?	
What changes or developments have triggered this request?	Grant period of performance ending June 30, 2025. Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of SFD members.
Fiscal Impact	
Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Total Cost: <u>\$140,000</u>	
Current year cost: \$140,000	
Subsequent year(s) cost:	
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?	It is a July 1, 2024 thru June 30, 2025 grant
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
	<ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Net impact is zero. • What operational changes will occur because of this adjustment? Grant funding will be used to fund approximately \$110,000 in equipment & supplies and \$30,000 towards training costs of SFD members.

- What are the potential risks or consequences of not approving the budget adjustment?
Leaving grant money 'on the table' and not receiving the operational benefits of increased equipment and training.
- 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?
It follows grant SMC and indirectly allows for service levels to be maintained, if not slightly improved.

What current racial and other inequities might this special budget ordinance address?

It supports any resident that may benefit from hazmat cleanup.

ORDINANCE NO C36561

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Fire Grants Misc Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$140,000.
 - A) Of the increased revenue, \$140,000 is provided by the Washington Department of Ecology through the Spill Prevention, Preparedness, and Response Equipment Grant program.
- 2) Increase appropriation by \$140,000.
 - A) Of the increased appropriation, \$110,000 is to be provided solely for equipment.
 - B) Of the increased appropriation, \$30,000 is to be provided solely for registration/schooling.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding from Dept. of Ecology for hazmat response equipment and training, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SPPREG-2325-Spokane-00015

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Spokane city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	\$140,000.00
Total Eligible Cost:	\$140,000.00
Ecology Share:	\$140,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Equipment Cache Grant

Project Short Description:

Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents.

Project Long Description:

The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
 UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
 Spokane, WA 99201

Organization Email: mpapich@spokanecity.org
 Organization Fax: (509) 343-5760

Contacts

<p>Project Manager</p>	<p>Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000</p>
<p>Billing Contact</p>	<p>Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310</p>
<p>Authorized Signatory</p>	<p>Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310</p>

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Spills
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Spills
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632</p>
<p>Financial Manager</p>	<p>Savanna Perez</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: sape461@ecy.wa.gov Phone: (360) 485-5921</p>
<p>Technical Advisor</p>	<p>David Byers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899</p>

Agreement No: SPPREG-2325-Spokane-00015
 Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

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 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$100,000.00

Task Title: New Response Equipment and Resources

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible Air Monitoring, Chemical Detection, Containment, Cache Trailer, Decontamination, Foam, PPE, Vehicle, and Vessel equipment	
2.2	Schedule equipment inspection with Ecology	

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SCOPE OF WORK

Task Number: 3 **Task Cost:** \$30,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:

A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project in accordance with COVID-19 guidance from Washington State Department of Labor & Industries, Department of Health and the Governor's office.

B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:

Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	Complete approved eligible training	
3.2	Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials	

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SCOPE OF WORK

Task Number: 4 **Task Cost:** \$10,000.00

Task Title: Maintenance and Enhancement of Existing Response E

Task Description:

The RECIPIENT will carry out the repairs, maintenance, and enhancements necessary to maximize the benefits from existing response equipment, tools, and supplies as described in the project.

Task Goal Statement:

Build response capacity through the enhancement, repair, or maintenance of existing response equipment.

Task Expected Outcome:

1. Timely and complete implementation of the task.
2. Maximize the benefits of existing equipment through enhancements, maintenance, and repairs.
3. Sustain and increase local oil spill and hazardous materials incident response and firefighting capacity.
4. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

Maintenance and Enhancement of Existing Response E

Deliverables

Number	Description	Due Date
4.1	Complete equipment maintenance, repair, or enhancement	
4.2	Schedule equipment inspection with Ecology	

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BUDGET

Funding Distribution EG240763

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigation Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Safeguarding Communities: A Hazmat Mitigation Gran	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 100,000.00
Spill Response and Hazardous Materials Training	\$ 30,000.00
Maintenance and Enhancement of Existing Response E	\$ 10,000.00

Total: \$ 140,000.00

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 Recipient Name: Spokane city of

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	\$ 0.00	\$ 140,000.00	\$ 140,000.00
Total		\$ 0.00	\$ 140,000.00	\$ 140,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: SPPREG-2325-Spokane-00015
Project Title: Safeguarding Communities: A Hazmat Mitigation Grant
Recipient Name: Spokane city of

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd	8/1/2024
Clerk's File #	ORD C36562
Cross Ref #	RES 2024-0079
Project #	

Council Meeting Date: 08/26/2024

Submitting Dept	COMMUNITY, HOUSING & HUMAN	Bid #	
Contact Name/Phone	ARIELLE 509-564-5278	Requisition #	
Contact E-Mail	ARIELLEANDERSON@SPOKANECITY.		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Agenda Item Name	1680- SOLE SOURCE PROCESS & SBO- WA HCA STREET MEDICINE GRANT		

Agenda Wording

The Washington State Health Care Authority has awarded the City of Spokane a \$1,000,000 grant to be used to implement and/or fund a street medicine team in the City of Spokane.

Summary (Background)

The street medicine team is intended to provide medical services to homeless and other vulnerable populations. The \$1,000,000 awarded funding will be utilized in the following ways: - \$900,000 will be used to pay for contractual services to be provided by a third-party organization to be selected by the City of Spokane. - \$100,000 will be used for the City of Spokane's administrative costs including salaries/wages, benefits, supplies, and equipment.

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	\$ TBD

Narrative

Unexpended funding will be used in subsequent fiscal years.

Amount	Budget Account
Revenue \$ 1,000,000	# 1700-95862-99999-36999-99999
Expense \$ 900,000	# 1700-95862-65410-54201-99999
Expense \$ 100,000	# 1700-95862-65410-5XXXX-99999
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

	mmurray@spokanecity.org
dkinder@spokanecity.org	arielleanderson@spokanecity.org
dnorman@spokanecity.org	sbrown@spokanecity.org
aduffey@spokanecity.org	jstratton@spokanecity.org

Council Briefing Paper

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle Anderson
Contact Email & Phone	509-564-5278
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	1680- Sole Source Process and SBO – WA HCA Street Medicine Contract & Grant
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Washington State Health Care Authority (HCA) has awarded the City of Spokane a \$1,000,000 grant to be used to implement and/or fund a street medicine team in the City of Spokane. The street medicine team is intended to provide medical services to homeless and other vulnerable populations.</p> <p>The \$1,000,000 awarded funding will be utilized in the following ways:</p> <ul style="list-style-type: none"> - \$900,000 will be used to pay for contractual services to be provided by a third-party organization to be selected by the City of Spokane. - \$100,000 will be used for the City of Spokane’s administrative costs including salaries/wages, benefits, supplies, and equipment. <p>Overview of the Sole Source process CHHS and Procurement have published for the Street Medicine Contract. Sole Source Justification and subsequent publication as it relates to the CHAS Street Medicine Contract.</p> <p>Currently, there are no other existing street medical programs that exclusively serve the unsheltered community in Spokane County. CHAS street medicine has been actively serving both unsheltered and sheltered individuals since COVID-19. The data gathered will be entered into CMIS. CHAS was instrumental in collaborating with Challenge Seattle and four other pilot counties (Kitsap, Everett, King and Tacoma) to successfully lobby the State Legislature, which led to the eventual dedication of these funds for Street Medicine Programs throughout.</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: <u>\$1,000,000</u></p> <p style="padding-left: 20px;">Current year cost: \$1,000,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: TBD, remaining funding will be used in subsequent fiscal years.</p> <p>Narrative: <u>\$900,000 1700-95862-65410-54201-99999, \$36,750 1700-95862-65430-51991-99999, \$13,965 1700-95862-65430-52991-99999, \$49,285 1700-95862-65430-54992-99999</u></p>	

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? No, not under the current contract.

Expense Occurrence One-time Recurring N/A

Other budget impacts: This award has a net-zero cost with revenues offsetting all expenses.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
This change will allow the City to fund additional services.
- What operational changes will occur because of this adjustment?
This should not impact operations.
- What are the potential risks or consequences of not approving the budget adjustment?
The consequence would be reduced funding for services in the City of Spokane.
- 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 5-year strategy to end homelessness.

What current racial and other inequities might this special budget ordinance address?

This grant is focused on the homeless population, so to the extent inequities exist in that population, they may be addressed through this additional funding.

ORDINANCE NO C36562

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$1,000,000.
 - A) Of the increased revenue, \$1,000,000 is provided solely for grant revenue from the Washington State Health Care Authority (HCA).
- 2) Increase appropriation by \$1,000,000.
 - A) Of the increased appropriation, \$900,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$100,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies, and equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the award and acceptance of the Washington State HCA Street Medicine grant funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

8/5/2024

Clerk's File #

ORD C36563

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

ARIELLE 509-564-5378

Requisition #

Contact E-Mail

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

1680- SBO RIGHT OF WAY (ROW) CONTRACT AMENDMENT

Agenda Wording

In 2023 the City of Spokane received a grant awarded by the Washington State Department of Commerce as part of the Rights of Way initiative to be used for services related to housing and homelessness.

Summary (Background)

The original award was a total of \$6,951,275 for the state fiscal years 2023-2025. DOC has amended the original award, providing an additional \$1,871,523 in funding for the ROW initiative. The City of Spokane will disburse the additional funding to organizations that will provide additional housing and homeless services. The funding will be split between two Funds; the Human Services Grants Fund and the Miscellaneous Community Development Grants Fund as detailed in the SBO itself.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,871,523

Current Year Cost \$ 1,871,523

Subsequent Year(s) Cost \$

Narrative

TBD, any remaining funding will be carried over to subsequent years. The current contract ends in fiscal year 2025. Funding after that point is not guaranteed. This will have a net-zero financial impact to the City of Spokane.

Amount

Budget Account

Expense \$ 59,161 # 1540-95655-65430-51991-99999

Expense \$ 22,481 # 1540-95655-65430-52991-99999

Expense \$ 80,010 # 1540-95655-65430-54992-99999

Expense \$ 1,509,871 # 1540-95655-65410-54201-99999

Revenue \$ 1,671,523 # 1540-95655-99999-33321-99999

Expense \$ 90,000 # 1700-95613-51030-51991-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Expense: \$59,161 1540-95655-65430-51991-99999 \$22,481 1540-95655-65430-52991-99999 \$80,010 1540-95655-65430-54992-99999 \$1,509,871 1540-95655-65410-54201-99999 Revenue: 1,671,523 1540-95655-99999-33321-99999 Expense: \$90,000 1700-95613-51030-51991-99999 \$34,200 1700-95613-51030-52991-99999 \$20,000 1700-95613-51030-54992-99999 \$5,000 1700-95613-51030-54302-99999 \$50,800 1700-95613-51030-54214-99999 Revenue: \$200,000 1700-95613-99999-33321-99999

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	BROWN, SKYLER
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

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dkinder@spokanecity.org	sbrown@spokanecity.org
mmurray@spokanecity.org	aduffey@spokanecity.org
kclifton@spokanecity.org	

Council Briefing Paper

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Community, Health, and Human Services (CHHS)
Contact Name	Arielle M. Anderson
Contact Email & Phone	arielleanderson@spokanecity.org (509) 564-5378
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, and Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Right of Way (ROW) Contract Amendment
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>In 2023 the City of Spokane received a grant awarded by the Washington State Department of Commerce (DOC) as part of the Rights of Way (ROW) initiative to be used for services related to housing and homelessness. The original award was a total of \$6,951,275 for the state fiscal years 2023-2025 (the state fiscal year runs from July 1st through June 30th).</p> <p>DOC has amended the original award, providing an additional \$1,871,523 in funding for the ROW initiative. The City of Spokane will disburse the additional funding to organizations that will provide additional housing and homeless services.</p> <p>The funding will be split between two Funds; the Human Services Grants Fund and the Miscellaneous Community Development Grants Fund as detailed in the SBO itself. In total the funding will be split in the following ways:</p> <ul style="list-style-type: none"> - \$1,509,871 for contractual services provided by organizations contracted with the City of Spokane. - \$361,652 for the City’s cost of administering the program, including salaries, benefits, supplies, services, and equipment.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,871,523</u></p> <p> Current year cost: \$1,871,523</p> <p> Subsequent year(s) cost: TBD, any remaining funding will be carried over to subsequent years.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? The current contract ends in fiscal year 2025. Funding after that point is not guaranteed.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: This will have a net-zero financial impact to the City of Spokane.</p>	

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

- What are the net impacts this adjustment will have on the specifically affected line items?
This change will allow the City to fund additional services.
- What operational changes will occur because of this adjustment?
This should not impact operations.
- What are the potential risks or consequences of not approving the budget adjustment?
The consequence would be reduced funding for services in the City of Spokane.
- 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 5-year strategy to end homelessness.

What current racial and other inequities might this special budget ordinance address?

This grant is focused on providing housing services and the assistance for the homeless population, so to the extent inequities exist in that population, they may be addressed through this additional funding.

ORDINANCE NO C36563

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Human Services Grants Fund and the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$1,671,523.
 - A) Of the increased revenue, \$1,671,523 is provided solely for grant revenue from the Washington State Department of Commerce (DOC) as part of the Right of Way (ROW) initiative.
- 2) Increase appropriation by \$1,671,523.
 - A) Of the increased appropriation, \$1,509,871 is provided solely for contractual services.
 - B) Of the increased appropriation, \$161,652 is provided solely for the City's administrative costs, including salaries, benefits, supplies, and equipment.

Section 2. That in the budget of the Miscellaneous Community Development Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$200,000.
 - A) Of the increased revenue, \$200,000 is provided solely for grant revenue from the Washington State Department of Commerce (DOC) as part of the Right of Way (ROW) initiative.
- 2) Increase appropriation by \$200,000.
 - A) Of the increased appropriation, \$200,000 is provided solely for the City's administrative costs, including salaries, benefits, supplies, services, and equipment.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the contract amendment that awards additional grant funding for the DOC ROW initiative, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Amendment #2

Contract Number: SFY23-46141-011
Amendment Number: 2

**Washington State Department of Commerce
Housing Division
ROW Initiative**

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Dawn Kinder, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor 509-625-6443 dkinder@spokanecity.org		4. COMMERCE Representative (only if updated) Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 nathan.peppin@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$214,042.01	6. Amendment Amount \$200,000		7. New Contract Amount \$414,042.01
8. Amendment Funding Source Federal: \$0 State: \$200,000 Other: \$0		9. Amendment Start Date 10/1/2024	10. Amendment End Date 10/30/2025
11. Federal Funds (as applicable): \$0	Federal Agency: US Treasury		CFDA Number: 21.07
12. Amendment Purpose: Adding ERP funding pursuant to ESSB 5187 2023 Section 129(36) for SFY25			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p>FOR CONTRACTOR</p> <p>_____</p> <p>Lisa Brown, Mayor</p> <p>_____</p> <p>Date</p> <p>Attest: _____</p> <p>City Clerk</p> <p>_____</p> <p>Approved as to form Assistant City Attorney</p>	<p>FOR COMMERCE</p> <p>_____</p> <p>Corina Grigoras Assistant Director, Housing Division</p> <p>_____</p> <p>Date</p> <p>APPROVED AS TO FORM ONLY</p> <p>_____</p> <p>Sandra Adix Assistant Attorney General</p> <p>_____</p> <p>3/20/2014 Date</p>
--	--

Amendment #2

This Contract is **amended** as follows:

1. COMPENSATION

COMMERCE shall pay an amount not to exceed \$414,042.01 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

2. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$53,835.80 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

1. Attachment B “BUDGET” is amended as follows:

Activity	FY 23	FY24	FY25	TOTAL
CMIS Management/ Operations	\$178,679.00	\$159,679.00	\$180,000.00	\$518,358.00
Indirect 10%	\$17,867.90	\$15,967.90	\$20,000.00	\$53,835.80
De-obligation	(\$158,151.79)	\$ -	\$ -	(\$158,151.79)
TOTAL	\$38,395.11	\$175,646.90	\$200,000.00	\$414,042.01

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment #2

Contract Number: SFY23-46141-014
Amendment Number: 2

**Washington State Department of Commerce
Housing Division
ROW Initiative**

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Dawn Kinder, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor 509-625-6443 dkinder@spokanecity.org		4. COMMERCE Representative (only if updated) Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 nathan.peppin@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$6,951,275	6. Amendment Amount (\$330,802)	7. New Contract Amount \$6,620,473	
8. Amendment Funding Source Federal: \$0 State: (\$330,802) Other: \$0		9. Amendment Start Date 7/1/2023	10. Amendment End Date 6/30/2025
11. Federal Funds (as applicable): \$0	Federal Agency: US Treasury	CFDA Number: 21.07	
12. Amendment Purpose: Adding SFY24 & SFY25 funding for I2 Strategies, adding ERP funding pursuant to ESSB 5187 2023 Section 129(36) for SFY25 and removing Housing Navigator funding for SFY25			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p>FOR CONTRACTOR</p> <p>_____ Garrett Jones Interim, City Administrator</p> <p>_____ Date</p> <p>Attest: _____ City Clerk</p> <p>_____ Approved as to form Assistant City Attorney</p>	<p>FOR COMMERCE</p> <p>_____ Corina Grigoras Assistant Director, Housing Division</p> <p>_____ Date</p> <p>APPROVED AS TO FORM ONLY</p> <p>_____ Sandra Adix Assistant Attorney General</p> <p>_____ 3/20/2014 Date</p>
--	---

Amendment #1

This Contract is **amended** as follows:

1. **Section 4, “COMPENSATION” is amended to read as follows:**

COMMERCE shall pay an amount not to exceed \$6,620,473.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

2. **Section 5, “EXPENSES” is amended to read as follows:**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$641,799.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

3. **Attachment A “Scope of Work”** is amended to include the following:

Innovative Impact Strategies, LLC Consultant Contract

WASHINGTON STATE DEPARTMENT OF COMMERCE has retained Innovative Impact Strategies, LLC to provide homeless service consulting services and subject matter expert support to Commerce on a case-by-case basis. This will include tasks identified below. Specific attention will be given to the homeless encampments on state rights of way and/or other properties as directed by the state.

This work will begin April 2024 and last through December 2024. Work will be completed by i2-strategies staff - Colin DeForrest, Principal, or Stephanie Martinez, Senior Consultant. I2 staff will perform all work at a rate of \$150/hour, plus reimbursement for travel expenses and any purchases or fees related to onsite work under the direction of COMMERCE leadership. Additional consultant support, if required, may be negotiated, expanded, or scoped separately.

The cost of services will not exceed \$125,000.

The following outlines tasks and deliverables to be produced by consultant in coordination with COMMERCE leadership:

Task 1: STRATEGIC PLANNING TO RESPOND TO THE DIVISION CORRIDOR

- Visit site.
- Meet with outreach providers, other involved social service providers, and local or regional public entity (as needed/directed)
- Assess site and surroundings.
- Implement a coordinated assessment and engagement plan for the area.
- Create a phased response plan.
 - Outreach
 - Engagement
 - Connection to services
 - Monitoring
 - Site access control techniques

Amendment #1

- Identify and engage individuals experiencing homelessness and living on the streets in this area.

Task 2: COORDINATION WITH THE CITY OF SPOKANE

- Meet with City of Spokane staff.
 - Leadership
 - Police
 - Code Enforcement
- Work closely with the City of Spokane to design a collaborative response plan that works for the city, the state and the providers.
- Support city in the implementation of site reclamation strategies.
- Meet with city staff and business owners to identify tailored response strategies for local businesses. Identify and assist with the activation and opening of a Temporary Overflow Shelter site.
- Develop a coordinated and sustainable monitoring plan with the city and providers.
- Implement a coordinated monitoring plan.

Task 3: ONGOING SUBJECT MATTER EXPERT SUPPORT AS IDENTIFIED AND NEEDED

- Tailored support and consultation services as needed by COMMERCE.
- Proactive response and supportive services
- Ongoing homeless services consultation and support at future identified sites.

4. Attachment B “Budget” is amended as follows:

Attachment B: Budget

Line Item	FY23	FY24	FY25	Total
Trent Shelter	\$1,818,182	\$1,500,000	\$1,454,871	\$4,773,053
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$ -	\$944,257
Diversion Program – United Way	\$136,364	\$ -	\$ -	\$136,364
I2 Strategies	\$ -	\$70,000	\$55,000	\$125,000
Admin	\$255,147	\$225,000	\$161,652	\$641,799
TOTAL	\$2,806,625	\$2,142,325	\$1,671,523	\$6,620,473



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 #

ORD C36564

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

SARAH NUSS 509-435-7026

Requisition #

Contact E-Mail

SNUSS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0520 -SBO- WUI EVACUATION MODELING

Agenda Wording

Additional budget authority is being requested to contract for wildfire evacuation modeling across WUI areas of Spokane city, specifically in Latah, 9 Mile and 5 Mile.

Summary (Background)

Recent wildfires, the extension of Spokane's wildfire season brought on by climate change and the community's concerns has triggered this request. General Fund unappropriated fund balance is being requested due to the importance of the modeling results.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 68,200

Current Year Cost \$ 36,600

Subsequent Year(s) Cost \$ 31,600

Narrative

General Fund unappropriated fund balance would decrease by \$36,600 in 2024 to accommodate this request. In 2025, the \$31,600 would be baked into the Mayor's Office departmental budget as that is where the Office of Emergency Management resides.

Amount

Budget Account

Expense \$ 36,600

0520-30101-25600-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	JONES, GARRETT
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA

Distribution List

	snuss@spokanecity.org
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ehaugen@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	8/12/2024
Submitting Department	Mayor's Office (Emergency Management)
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org , 509-435-7026
Council Sponsor(s)	Dillon, Cathcart, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Special Budget Ordinance – WUI Evacuation Modeling
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>The Wildland-Urban Interface (WUI) refers to areas where urban development meets or intermingles with wildland areas. Evacuation modeling in these regions is crucial for effective disaster management and ensuring public safety during wildfires. Evacuation modeling helps predict the dynamics of fire spread, traffic congestion, and human behavior to optimize evacuation strategies. Additional budget authority is being requested to contract for wildfire evacuation modeling across WUI areas of Spokane city, specifically in Latah, 9 Mile and 5 Mile.</p> <p>Recent wildfires, the extension of Spokane's wildfire season brought on by climate change and the community's concerns has triggered this request. General Fund unappropriated fund balance is being requested due to the importance of the modeling results.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$68,200</u> Current year cost: \$36,600 Subsequent year(s) cost: \$31,600</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? No, one-time funds</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.) One-time expense to occur over two years.</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> What are the net impacts this adjustment will have on the specifically affected line items? General Fund unappropriated fund balance would decrease by \$36,600 in 2024 to accommodate this request. In 2025, the \$31,600 would be baked into the Mayor's Office departmental budget as that is where the Office of Emergency Management resides.

- What operational changes will occur because of this adjustment?

The Director of Emergency Management would contract out the modeling work either through a traditional vendor or via a project employee. Data gathered from this project will inform safe operations across emergency evacuations and across development projects.

- What are the potential risks or consequences of not approving the budget adjustment?

If this project is not approved, the city will not have robust data to inform evacuation planning efforts, nor to inform proper and safe development in certain geographical areas of the city.

- 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 findings from this work will be used to inform the updates to or the development of plans or projects citywide.

What current racial and other inequities might this special budget ordinance address?

This project does not directly address racial or other inequities, but its findings could indirectly impact the socio-economic population that often inhabits WUI areas.

ORDINANCE NO C36564

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$36,600.
- A) Of the increased appropriation, \$36,600 is provided solely for contractual services in the Mayor's Office department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to obtain WUI evacuation modeling data, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

8/1/2024

Clerk's File #

ORD C36565

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

SPECIAL BUDGET ORDINANCE-THERAPEUTIC COURTS AOC AWARDS FOR FY

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts to support: Community Court, Domestic Violence Intervention Treatment Court, Drug Court, DUI Court, and Veterans Court from July 1, 2024 through June 30, 2025.

Summary (Background)

The attached SBO is to increase revenue by \$712,800 to fund the below therapeutic courts as follows:
 Community Court: \$282,500 Domestic Violence Intervention Treatment Court: \$251,550 Drug Court: \$86,000
 DUI Court: \$76,350 Veterans Treatment Court: \$16,400 The increased appropriation of \$712,800 will fund the below city cost categories as follows: Base wages and benefits: \$621,950 Equipment: \$5,400 Travel: \$47,950 Professional services: \$37,500

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 712,800

Current Year Cost \$ 356,400

Subsequent Year(s) Cost \$ 356,400

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually.

Amount**Budget Account**

Revenue \$ 712,800

1360-9XXXX-99999-33412-99999

Expense \$ 621,950

1360-9XXXX-12510-51001-99999

Expense \$ 47,950

1360-9XXXX-12510-54404-99999

Expense \$ 42,900

1360-9XXXX-12510-5XXXX-99999

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Sarah Thompson sthompson@spokanecity.org	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance - Therapeutic Courts AOC awards for FY 2025
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Municipal Court received funding from the Administrative Office of the Courts to support five therapeutic court programs: Community Court, Domestic Violence Intervention Treatment Court, Drug Court, DUI Court, and Veterans Court. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>The attached SBO is to increase revenue by \$712,800 to fund the below therapeutic courts as follows:</p> <p>Community Court in the amount of \$282,500. Domestic Violence Intervention Treatment Court in the amount of \$251,550. Drug Court in the amount of \$86,000. DUI Court in the amount of \$76,350. Veterans Treatment Court in the amount of \$16,400.</p> <p>The increased appropriation of \$712,800 will fund the below city cost categories as follows:</p> <p>Base wages and benefits in the amount of \$621,950. Equipment in the amount of \$5,400. Travel in the amount of \$47,950. Professional services in the amount of \$37,500.</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: <u>\$712,800</u></p> <p style="padding-left: 20px;">Current year cost: \$356,400</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$356,400</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p>	

Is this funding source sustainable for future years, months, etc? Yes, it is an on-going funding source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

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 are the net impacts this adjustment will have on the specifically affected line items?

The acceptance of this funding will support the Therapeutic Court programs.

- What operational changes will occur because of this adjustment?

Therapeutic Courts will continue to operate and provide services to justice involved participants in the various programs.

- What are the potential risks or consequences of not approving the budget adjustment?

The City of Spokane and Municipal Court are at greater risk of unspent or unclaimed grant funds.

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

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

What current racial and other inequities might this special budget ordinance address?

This Special Budget Ordinance is to accept funding from the Administrative Office of the Courts to support Therapeutic Court programs.

ORDINANCE NO C36565

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$712,800.
 - A) Of the increased revenue, \$282,500 is provided by the Administrative Office of the Courts for the Community Court in the Municipal Court department.
 - B) Of the increased revenue, \$251,550 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Treatment Court in the Municipal Court department.
 - C) Of the increased revenue, \$86,000 is provided by the Administrative Office of the Courts for the Drug Court in the Municipal Court department.
 - D) Of the increased revenue, \$76,350 is provided by the Administrative Office of the Courts for the DUI Court in the Municipal Court department.
 - E) Of the increased revenue, \$16,400 is provided by the Administrative Office of the Courts for the Veterans Treatment Court in the Municipal Court department.
- 2) Increase appropriation by \$712,800.
 - A) Of the increased appropriation, \$621,950 is provided solely for base wages and benefits.
 - B) Of the increased appropriation, \$5,400 is provided solely for minor equipment.
 - C) Of the increased appropriation, \$47,950 is provided solely for travel.
 - D) Of the increased appropriation, \$37,500 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Administrative Office of the Courts therapeutic court grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

INTERAGENCY AGREEMENT – IAA25092
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-COMMUNITY COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Community Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$282,500.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$282,500.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$282,500.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$260,000.00
Staff Equipment & Technology	\$2,500.00
Team Training/Travel	\$10,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$282,500.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024

Signature *Date*

Howard Delaney 6/26/2024

Signature *Date*

Dawn Marie Rubio

Name

Howard Delaney

Name

State Court Administrator

Title

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

INTERAGENCY AGREEMENT – IAA25093
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DRUG COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Drug Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$86,000.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$86,000.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$86,000.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$80,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$5,000.00
Treatment Services	\$0.00
Recovery supports	\$0.00
Other Direct Costs	\$0.00
Total Amount	\$86,000.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

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- A. Applicable state and federal statutes and rules;
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- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

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AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

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II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
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- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**INTERAGENCY AGREEMENT – IAA25094
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DUI COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DUI Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$76,350.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$76,350.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$76,350.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$54,950.00
Staff Equipment & Technology	\$500.00
Team Training/Travel	\$13,400.00
Treatment Services	\$2,500.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$76,350.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
 Signature Date

Howard Delaney 6/26/2024
 Signature Date

Dawn Marie Rubio
 Name

Howard Delaney
 Name

State Court Administrator
 Title

Court Administrator
 Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

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- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
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- Transportation
 - Mileage
 - Car rental
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 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u></p> <p>Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

INTERAGENCY AGREEMENT – IAA25095
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DVIT COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DVIT Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$251,550.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$251,550.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$251,550.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$227,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$13,550.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$251,550.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 7/11/2024
Signature *Date*

Howard Delaney 7/11/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

INTERAGENCY AGREEMENT – IAA25096
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-VETERANS COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Veterans Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$16,400.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$16,400.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$16,400.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$0.00
Staff Equipment & Technology	\$400.00
Team Training/Travel	\$6,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$16,400.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

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

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
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10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	



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 #

ORD C36566

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

MUNICIPAL COURT

Bid #

Contact Name/Phone

SARAH 509-625-4146

Requisition #

Contact E-Mail

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0560-SBO-TRANSFER & CREATION OF THERAPEUTIC COURT POSITIONS

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts to support: Community Court, Domestic Violence Intervention Treatment Court, DUI Court, Drug Court, and Veterans Court for July 1, 2024 through June 30, 2025.

Summary (Background)

The award from the Administrative Office of the Courts supports salaries and benefits. This funding from the AOC is an ongoing stream; however, applications and budgets are required annually. The funding cannot supplant existing funds or positions. Through this funding, therapeutic courts would like to add an Accounting Clerk FTE and a Community Justice Specialist FTE. Therapeutic courts is additionally requesting a transfer of three FTE from Community Justice Services to Municipal Court.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 103,700

Current Year Cost \$ 103,700

Subsequent Year(s) Cost \$ prevailing wage funded by AOC

Narrative

The funding from the AOC is an ongoing source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

Amount

Budget Account

Expense \$ -43,600 # 0690-16100-23300-51001-99999

Expense \$ -23,100 # 0690-16100-23300-52310-99999

Expense \$ 67,100 # 0560-13100-12510-51001-99999

Expense \$ 36,600 # 0560-13100-12510-52310-99999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>MANAGEMENT &</u>	STRATTON, JESSICA

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Michael Diamond mdiamond@spokanecity.org	Sarah Thompson sthompson@spokanecity.org
Derrek Daniels ddaniels@spokanecity.org	Kim Bustos kbustos@spokanecity.org

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Transfer & Creation of Therapeutic Court Positions
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support five therapeutic court programs: Community Court, Domestic Violence Intervention Treatment Court, DUI Court, Drug Court, and Veterans Court. Within the funding categories of the awards is salaries and benefits.</p> <p>Therapeutic court programs would like to add an Accounting Clerk FTE to provide grant and related expense coordination, documentation, and compilation, as well as being the primary liaison between the Therapeutic Court Coordinator and Accounting. This would be an AOC grant funded position.</p> <p>Therapeutic court programs would like to add a Community Justice Specialist FTE to support the creation and implementation of a Drug Court. This would be an AOC grant funded position.</p> <p>Furthermore, therapeutic courts is requesting a transfer of three FTE from the Community Justice Services dept to the Municipal Court dept as a housekeeping item. These positions have been and will continue to be AOC grant funded positions for the therapeutic courts.</p> <p>The funding from the AOC is an ongoing stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds or positions.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$103,700</u></p> <p style="padding-left: 20px;">Current year cost: \$103,700</p> <p style="padding-left: 20px;">Subsequent year(s) cost: prevailing wages as funded by AOC grants</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p>	

Is this funding source sustainable for future years, months, etc? Yes, it is an on-going funding source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

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 are the net impacts this adjustment will have on the specifically affected line items?

The addition of the positions that are funded by the Administrative Office of the Courts will allow Therapeutic Courts to have additional staff to respond to participant needs.

- What operational changes will occur because of this adjustment?

These positions will support Therapeutic Courts.

- What are the potential risks or consequences of not approving the budget adjustment?

These positions are funded through the Administrative Office of the Courts, not utilizing the funds as outlined by the AOC may jeopardizes future awards.

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

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

What current racial and other inequities might this special budget ordinance address?

This award is to support Therapeutic Court positions which in turn lead to greater outcomes and participant success.

ORDINANCE NO C36566

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Remove one classified Community Justice Counselor (from 21 to 20) from the Community Justice Services department.
- 2) Remove two classified Community Justice Specialist (from 7 to 5) from the Community Justice Services department.
- 3) Decrease appropriation by \$66,700.
 - A) Of the decreased appropriation, \$43,600 is removed from base wages.
 - B) Of the decreased appropriation, \$23,100 is removed from employee benefits.
- 4) Add one classified Community Justice Counselor (from 0 to 1) in the Municipal Court department.
- 5) Add three classified Community Justice Specialists (from 0 to 3) in the Municipal Court department.
- 6) Add one classified Accounting Clerk (from 0 to 1) in the Municipal Court department.
- 7) Increase appropriation by \$103,700.
 - A) Of the increased appropriation, \$67,100 is provided solely for base wages.
 - B) Of the increased appropriation, \$36,600 is provided solely for employee benefits.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from staffing changes within the court system, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd 7/31/2024

Clerk's File # RES 2024-0078

Cross Ref # OPR 2024-0681

Project #

Council Meeting Date: 08/26/2024

Submitting Dept	FIRE	Bid #	SOLE SOURCE
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Contact Name/Phone	TOM WILLIAMS (509)435-7002	Requisition #	VB
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Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
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Agenda Item Type	Resolutions		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
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Agenda Item Name	GORDON TRUCK CENTERS SOLE SOURCE RESOLUTION		
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Agenda Wording

Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components and enter into a five (5) year Value Blanket Order.

Summary (Background)

Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components. Nearly 90% of SFD's fleet of heavy fire apparatus are powered by Detroit Diesel engines and associated components. Annual expenditure is estimated at \$100,000 annually for 5-years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000 per year

Narrative

Services will be used on an as-needed basis to maintain and repair SFD's vehicle fleet.

Amount

Budget Account

Expense	\$ 100,000	# various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

David Stockdill dstockdill@spokanecity.org	Thea Prince tprince@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Gordon Truck Centers Sole Source Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components. Nearly 90% of SFD's fleet of heavy fire apparatus are powered by Detroit Diesel engines and associated components. Annual expenditure is estimated at \$100,000 annually for 5-years.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$500,000</p> <p style="padding-left: 20px;">Current year cost: \$100,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$100,000(per year)</p> <p>Narrative: Services will be used on an as-needed basis to maintain and repair SFD's vehicle fleet.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Taxes</p> <p>Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None</p>
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A – this request for approval is for equipment purchase.</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?</p> <p>N/A – this request for approval is for equipment purchase.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A – this request for approval is for equipment purchase.</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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring GORDON TRUCK CENTER dba FREIGHTLINER NORTHWEST (Spokane, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of Detroit Diesel Engine Parts/Components on an “as needed” basis for a five (5) year period – approximately \$100,000.00 annually without public bidding.

WHEREAS, the above referenced parts are only available through authorized distributors and Gordon Truck Center dba Freightliner Northwest is our local authorized distributor; and

WHEREAS, Spokane Fire Department operates a fleet of diesel powered vehicles which are nearly exclusively Detroit Diesel branded diesel engines; and

WHEREAS, Gordon Truck Center dba Freightliner Northwest is the regional distributor of Detroit Diesel products and can provide parts from their regional network of 12 stores quickly and with minimal, if any shipping charges; and

WHEREAS, Detroit Diesel (OEM) Proprietary parts are needed in a vast majority of repair and general maintenance applications, especially when performing a complete in-frame engine overhaul; and

WHEREAS, the estimated annual expenditure for Detroit Diesel Engine Parts/Components exceeds the 2024 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of Detroit Diesel Engine Parts/Components parts a sole-source purchase through Gordon Truck Centers dba Freightliner Northwest.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year Value Blanket Order for the purchase of Detroit Diesel Engine Parts/Components parts on an “as needed” basis - \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

8/9/2024

Clerk's File #

RES 2024-0079

Cross Ref #

ORD C36562

Project #**Council Meeting Date:** 08/26/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

ARIELLE 6055

Requisition #**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

1680- SOLE SOURCE RESOLUTION - WA HCA STREET MEDICINE GRANT

Agenda Wording

A resolution declaring Community Health Association of Spokane (CHAS) the sole source provider for provision of street medicine programs in Spokane, to be funded with a grant from the Washington Health Care Authority.

Summary (Background)

The \$1,000,000 awarded funding will be utilized in the following ways: - \$900,000 will be used to pay for contractual services to be provided by a third-party organization to be selected by the City of Spokane. - \$100,000 will be used for the City of Spokane's administrative costs including salaries/wages, benefits, supplies, and equipment.

Lease? NO

Grant related? YES

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

\$

#

Neutral

\$

#

Neutral

\$

#

Select

\$

#

\$

#

\$

#

Council Briefing Paper

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle Anderson
Contact Email & Phone	509-564-5278
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	1680- Sole Source Resolution – WA HCA Street Medicine Contract & Grant
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Washington State Health Care Authority (HCA) has awarded the City of Spokane a \$1,000,000 grant to be used to implement and/or fund a street medicine team in the City of Spokane. The street medicine team is intended to provide medical services to homeless and other vulnerable populations.</p> <p>The \$1,000,000 awarded funding will be utilized in the following ways:</p> <ul style="list-style-type: none"> - \$900,000 will be used to pay for contractual services to be provided by a third-party organization to be selected by the City of Spokane. - \$100,000 will be used for the City of Spokane’s administrative costs including salaries/wages, benefits, supplies, and equipment. <p>Overview of the Sole Source process CHHS and Procurement have published for the Street Medicine Contract. Sole Source Justification and subsequent publication as it relates to the CHAS Street Medicine Contract.</p> <p>Currently, there are no other existing street medical programs that exclusively serve the unsheltered community in Spokane County. CHAS street medicine has been actively serving both unsheltered and sheltered individuals since COVID-19. The data gathered will be entered into CMIS. CHAS was instrumental in collaborating with Challenge Seattle and four other pilot counties (Kitsap, Everett, King and Tacoma) to successfully lobby the State Legislature, which led to the eventual dedication of these funds for Street Medicine Programs throughout.</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: <u>\$1,000,000</u></p> <p> Current year cost: \$1,000,000</p> <p> Subsequent year(s) cost: TBD, remaining funding will be used in subsequent fiscal years.</p> <p>Narrative: <u>\$900,000 1700-95862-65410-54201-99999, \$36,750 1700-95862-65430-51991-99999, \$13,965 1700-95862-65430-52991-99999, \$49,285 1700-95862-65430-54992-99999</u></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? No, not under the current contract.

Expense Occurrence One-time Recurring N/A

Other budget impacts: This award has a net-zero cost with revenues offsetting all expenses.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
This change will allow the City to fund additional services.
- What operational changes will occur because of this adjustment?
This should not impact operations.
- What are the potential risks or consequences of not approving the budget adjustment?
The consequence would be reduced funding for services in the City of Spokane.
- 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 5-year strategy to end homelessness.

What current racial and other inequities might this special budget ordinance address?

This grant is focused on the homeless population, so to the extent inequities exist in that population, they may be addressed through this additional funding.

RESOLUTION 2024-0079

A resolution declaring Community Health Association of Spokane (CHAS) the sole source provider for provision of street medicine programs in Spokane, to be funded with a grant from the Washington Health Care Authority.

WHEREAS, The Washington State Health Care Authority (HCA) awarded the City of Spokane a \$1,000,000 grant to be used to implement and/or fund a street medicine team in the City of Spokane; and

WHEREAS, the street medicine program is designed to provide medical services to homeless and other vulnerable populations outside of the regular clinical setting; and

WHEREAS, pursuant to the HCA grant terms, \$900,000 of the grant award will be used to pay for contractual services to be provided by a third-party organization, with the balance used by the City of Spokane to defray its administrative costs; including salaries and wages, benefits, supplies, and equipment; and

WHEREAS, currently CHAS is the only medical provider that offers street medicine services that serve the unsheltered community in Spokane County, and CHAS has been actively serving both unsheltered and sheltered individuals since the outbreak of the COVID-19 pandemic;

WHEREAS, consistent with the HCA grant terms, the City of Spokane desires to enter into a contract with Community Health Association of Spokane (CHAS) for street medicine services without a public bidding process;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby declares Community Health Association of Spokane (CHAS) as the sole source provider for street medicine programs in the Spokane region and waives public bidding requirements for these services, and

BE IT FURTHER RESOLVED that the City Council hereby approves the contract with Community Health Association of Spokane (CHAS) for these street medicine services for \$900,000.00 plus applicable tax for a contractual period of July 1, 2024 through June 30, 2025.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

8/1/2024

Clerk's File #

RES 2024-0080

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

KIMBERLY 6048

Requisition #**Contact E-Mail**

KBABB@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

1680- 2024-2027 FAIR HOUSING PLAN

Agenda Wording

The Community Housing and Human Services Department contracted with Northwest Fair Housing Alliance to complete a Fair Housing Plan to assist the City with compliance with its certifications to AFFH, and for use in its 2025-2029 Consolidated Plan.

Summary (Background)

As a participant in Community Planning and Development programs, the City of Spokane is subject to the affirmatively furthering fair housing requirements of the Fair Housing Act. The City receives annual funding from the U.S. Department of Housing and Urban Development through the Community Development Block Grant, Home Investment Partnership), and Emergency Solutions CPD programs. quirem

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ANDERSON, ARIELLE M.

Division Director

KINDER, DAWN

Accounting Manager

MURRAY, MICHELLE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

kbabb@spokanecity.org

arielleanderson@spokanecity.org

dkinder@spokanecity.org

dnorman@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Kimberly Babb
Contact Email & Phone	kbabb@spokanecity.org , 509-625-6048
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	2024-2027 Fair Housing Plan
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>As a participant in Community Planning and Development (CPD) programs, the City of Spokane is subject to the affirmatively furthering fair housing requirements of the Fair Housing Act. The City receives annual funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions (ESG) CPD programs. HUD administers these funds, and the City is therefore subject to the affirmatively furthering fair housing requirements of the Fair Housing Act.¹ The City is required to submit certifications that it will affirmatively further fair housing in connection with its consolidated plans and annual action plans and undertake Fair Housing Planning (FHP).</p> <p>The City of Spokane’s Community Housing and Human Services Department contracted with Northwest Fair Housing Alliance (NWFHA) to complete a Fair Housing Plan to assist the City with compliance with its certifications to AFFH, and for use in its 2025-2029 Consolidated Plan. The purpose of this Fair Housing Plan is to assist the City with its obligation to affirmatively further fair housing and engage in fair housing planning, by identifying fair housing issues in Spokane, based on race, color, religion, sex, disability, familial status, or national origin (“protected classes” in the federal Fair Housing Act (FHA)²), and to establish goals to overcome identified fair housing issues.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This Plan will provide data showing how protected classes are affected by fair housing choice. Data on fair housing will impact future planning to determine how to best serve historically excluded communities. These are the community members most often affected by fair housing laws and supports.</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?</p> <p>Organizations receiving HUD entitlement grants report demographic data for their programs on a monthly and quarterly basis.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Organizations that received HUD entitlement funds are required to report program data and accomplishments monthly and quarterly. This program data is compiled and reported to HUD in the annual CAPER (Consolidated Annual Performance and Evaluation Report).</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?</p> <p>This proposal aligns with the 2020-2024 Consolidated Plan and will provide needed data for the 2025-2029 Consolidated Plan. As a HUD requirement this proposal will keep the City of Spokane in compliance with HUD regulations to Affirmatively Further Fair Housing.</p>

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

Committee Meeting: Urban Experience

Committee Date: 8/12/2024

Briefing Type: Consent Discussion Information

If Discussion, Time Requested: 10 min

City Council briefing and legislative action dates are assigned by Council Management. Briefing typically occurs one week after committee with legislative action/first reading the week following.

Submitting Dept: Department Name Other: CHHS

Name of Staff Member Presenting to Council: Kimberly Babb Ext. 6048

Agenda Item Type: Resolutions

Agenda Item Name: 2024-2027 Fair Housing Plan

Agenda Wording (250 Character Max): The City of Spokane’s Community Housing and Human Services Department contracted with Northwest Fair Housing Alliance (NWFHA) to complete a Fair Housing Plan to assist the City with compliance with its certifications to AFFH, and for use in its 2025-2029 Consolidated Plan. The purpose of this Fair Housing Plan is to assist the City with its obligation to affirmatively further fair housing and engage in fair housing planning, by identifying fair housing issues in Spokane, based on race, color, religion, sex, disability, familial status, or national origin (“protected classes” in the federal Fair Housing Act (FHA)²), and to establish goals to overcome identified fair housing issues.

Summary Background (500 Character Max): As a participant in Community Planning and Development (CPD) programs, the City of Spokane is subject to the affirmatively furthering fair housing requirements of the Fair Housing Act. The City receives annual funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions (ESG) CPD programs. HUD administers these funds, and the City is therefore subject to the affirmatively furthering fair housing requirements of the Fair Housing Act.¹ The City is required to submit certifications that it will affirmatively further fair housing in connection with its consolidated plans and annual action plans and undertake Fair Housing Planning (FHP).

Approved in Current Year Budget? Yes No N/A

If Applicable:

Total Cost: \$ Click or tap here to enter text.

Current Year Cost: \$ Click or tap here to enter text.

Subsequent Year(s) Cost: \$ [Click or tap here to enter text.](#)

Narrative (e.g positions added, grant matching, rate changes etc):

[Click or tap here to enter text.](#)

Lease? Yes No

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense: [Dollar Amount](#) [Budget Code](#)

City Council Sponsor(s): Zappone, Bingle, Klitze

Any Additional Approvals Required: [Click here to enter text.](#)

Distribution List:

Signer (If Contract Item): [Name, Company, and Email Address.](#)

Submitter/Presenter: Kimberly Babb, Marley Hochendoner (briefing session)

[Email Addresses of Any Additional People to Add to Distribution List](#)

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

RESOLUTION NO. 2024-0080

A Resolution in support of the City of Spokane's 2024 Fair Housing Plan and affirmatively furthering fair housing.

WHEREAS, the City of Spokane is a participant in Community Planning and Development (CPD) programs under the U.S. Department of Housing and Urban Development (HUD) and therefore subject to the affirmatively furthering fair housing requirements of the Fair Housing Act; and

WHEREAS, the City of Spokane receives annual funding from HUD through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions (ESG) CPD programs; and

WHEREAS, the City of Spokane is required to submit certifications that it will affirmatively further fair housing in connection with its consolidated plans and annual action plans and undertake Fair Housing Planning in compliance with HUD's Affirmatively Furthering Fair Housing (AFFH) rule; and

WHEREAS, The City of Spokane's Community Housing and Human Services (CHHS) Department contracted with Northwest Fair Housing Alliance (NWFHA) to complete a Fair Housing Plan to assist the City with compliance with its certifications to AFFH, and for use in its 2025-2029 Consolidated Plan; and

WHEREAS, NWFHA is a HUD designated Qualified Fair Housing Organization and has provided nonprofit fair housing services since 1994; and

WHEREAS, an assessment of a jurisdiction's impediments to fair housing choice focuses on barriers that limit access to and retention of housing for classes of people protected by fair housing laws; and

WHEREAS, housing discrimination, both intentional and resulting from discriminatory policies and practices that perpetuate negative disparate impacts on protected classes, is the primary purview of a fair housing assessment; and

WHEREAS, the City of Spokane's 2024 Fair Housing Plan summarizes data and public input received during the fair housing assessment and sets out a list of fair housing issues, goals, strategies and actions for consideration that the City can undertake to address identified fair housing issues;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council is committed to affirmatively furthering fair housing and supporting the City of Spokane's submittal of the 2024 Fair Housing Plan to the U.S. Department of Housing and Urban Development.

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

City Clerk

Approved as to form:

Assistant City Attorney



SPOKANE 2024 FAIR HOUSING PLAN Overview FOR CHHS BOARD

May 2, 2024

Marley Hochendoner, Executive Director
Northwest Fair Housing Alliance

PURPOSE OF A FAIR HOUSING PLAN

Identify Fair Housing Issues based on “protected classes”

Fair Housing Act:

- Race
- Color
- Religion
- Sex/gender/sexual orientation/gender identity
- Disability
- Familial Status
- National Origin

WA Law Against Discrimination:

- Marital status
- Creed
- Sexual orientation
- Veteran or Military Status
- Immigration / Citizenship status

Source of Income (WA Residential Landlord Tenant Act)

Then establish **Goals** to eliminate identified fair housing issues....

COMMUNITY ENGAGEMENT

COMMUNITY SURVEYS

2 surveys:

- 1 for housing providers and their advocates
- 1 for housing consumers and their advocates - English, Spanish, Russian, Marshallese, Vietnamese, and Arabic

Distribution:

- 3/8/24 to 4/11/24
- NWFHA's website (<http://nwfairhouse.org/news>), Twitter, & Facebook Page
- Emails with links to surveys sent to NWFHA & City email lists

Responses: 236 surveys completed

MORE COMMUNITY ENGAGEMENT

Interviews
w/ Protected class
owned/led/or
serving
organizations:

Mar 28 -
Apr. 10

Public
meetings:

4/2/24
6-7:30pm
NE Community
Center & Virtual

4/4/24
12:00 - 1:30pm
The Hive &
Virtual

Public Hearing
CHHS Board
w/ 30-day
comment period

City Council

INTERSECTIONS:

Market:

- Housing Costs
- Supply
- Vacancy Rates

Disparities:

- Income
- Poverty
- Cost burdens
- Homeownership

Discrimination

- Laws
- Enforcement

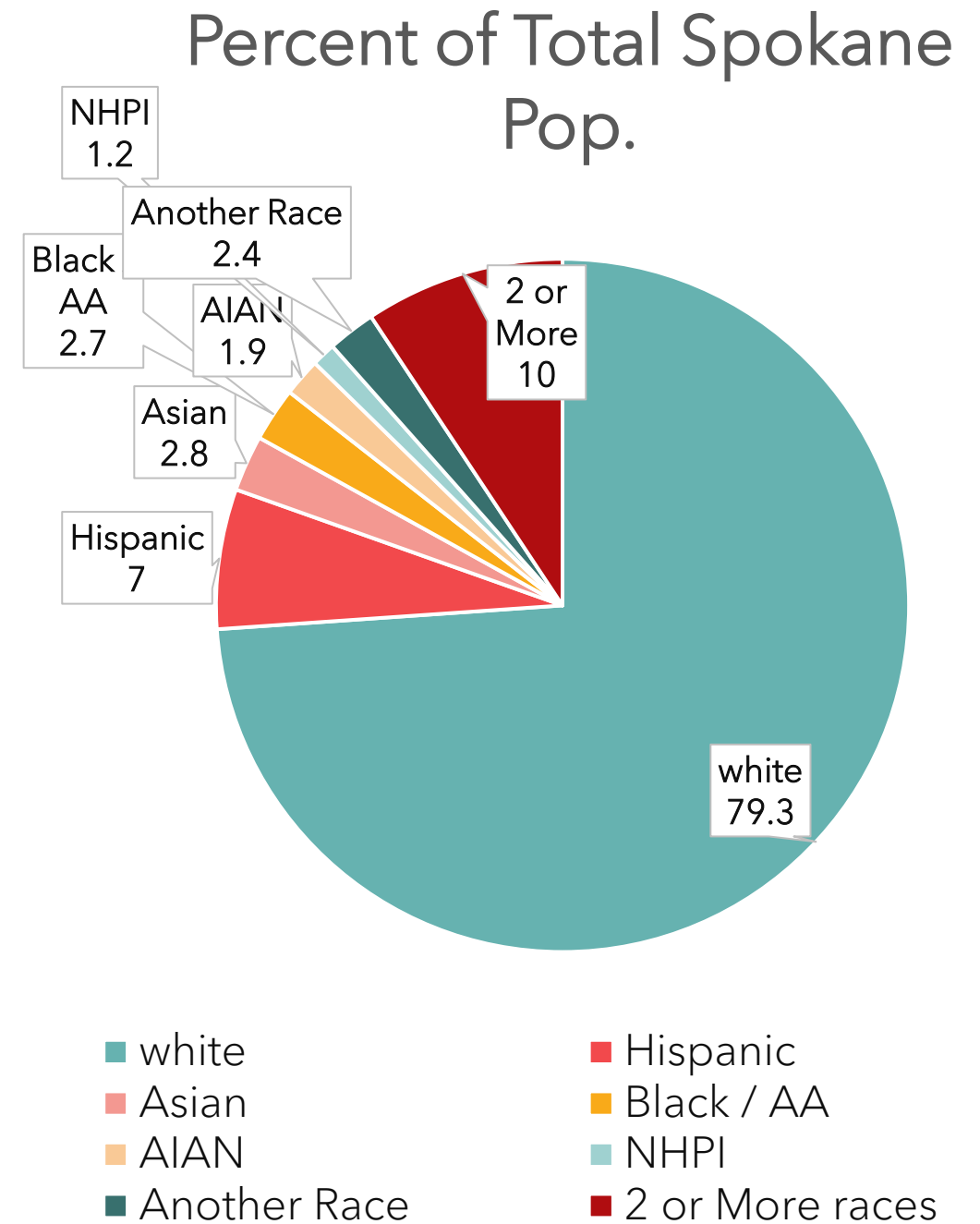
Siting & Zoning

Affordability, Access, & Equity

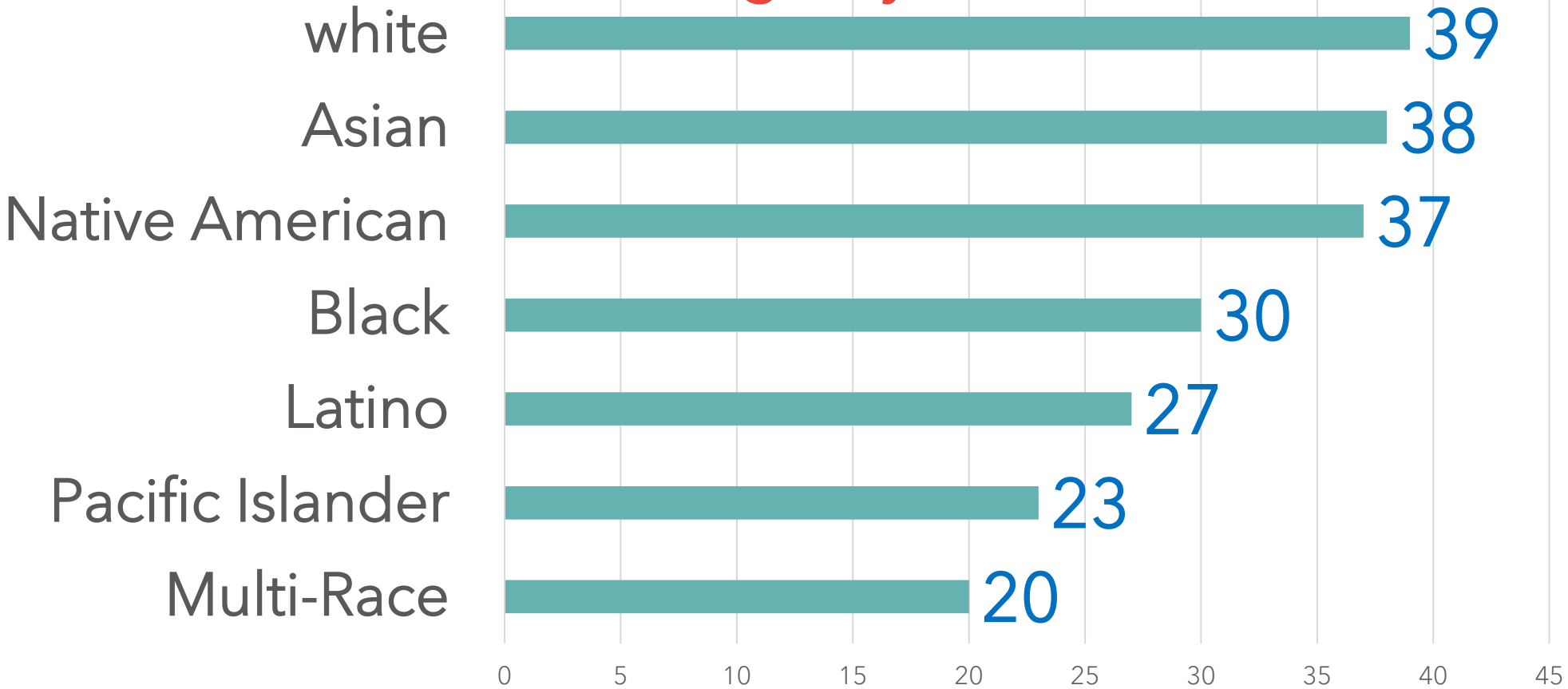
SPOKANE IS CHANGING RACE

2020:

- The white non-Hispanic pop. is decreasing, from 87.5% in 2000 to 77%
- All other races increased
- Hispanic or Latino, “some other race alone”, & “2 or more races” more than doubled.

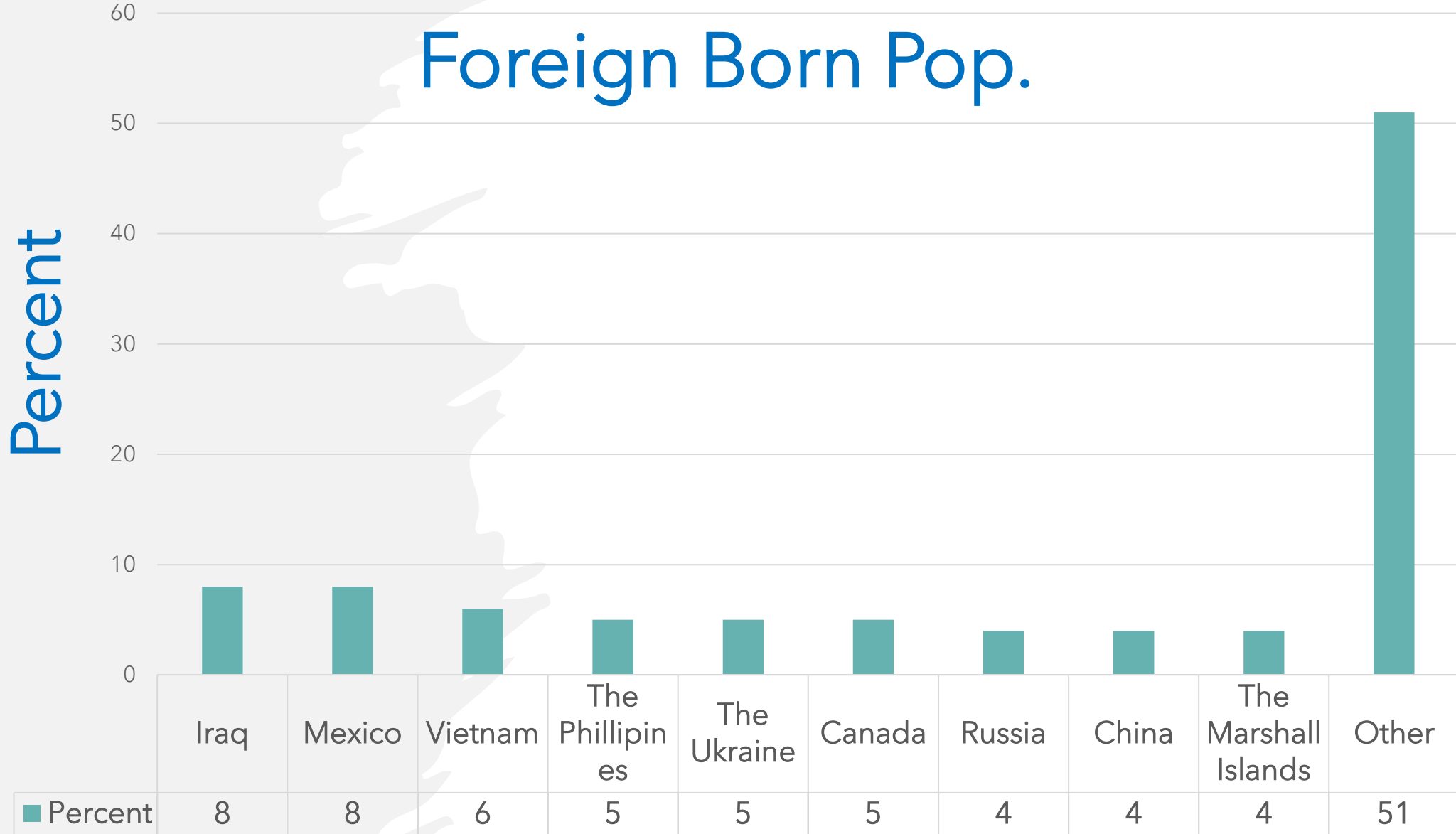


Median Age by Race



NATIONAL ORIGIN

Almost 6% of the pop. were born outside the US, lower than WA (14.9%).





PEOPLE WITH DISABILITIES

- 16.6% of the non-institutionalized pop. has a disability, a higher % than the County (15.6%) or WA (13%).
- Disability rates range widely in 3 zip codes, with 99201 and 99202 having the highest rates, and 99203 the lowest.

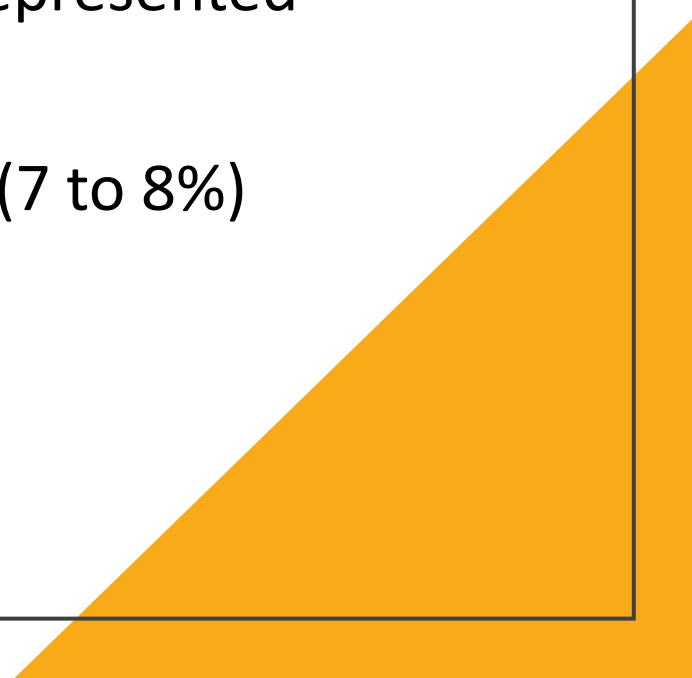


RESIDENTS OF PUBLICLY SUPPORTED HOUSING

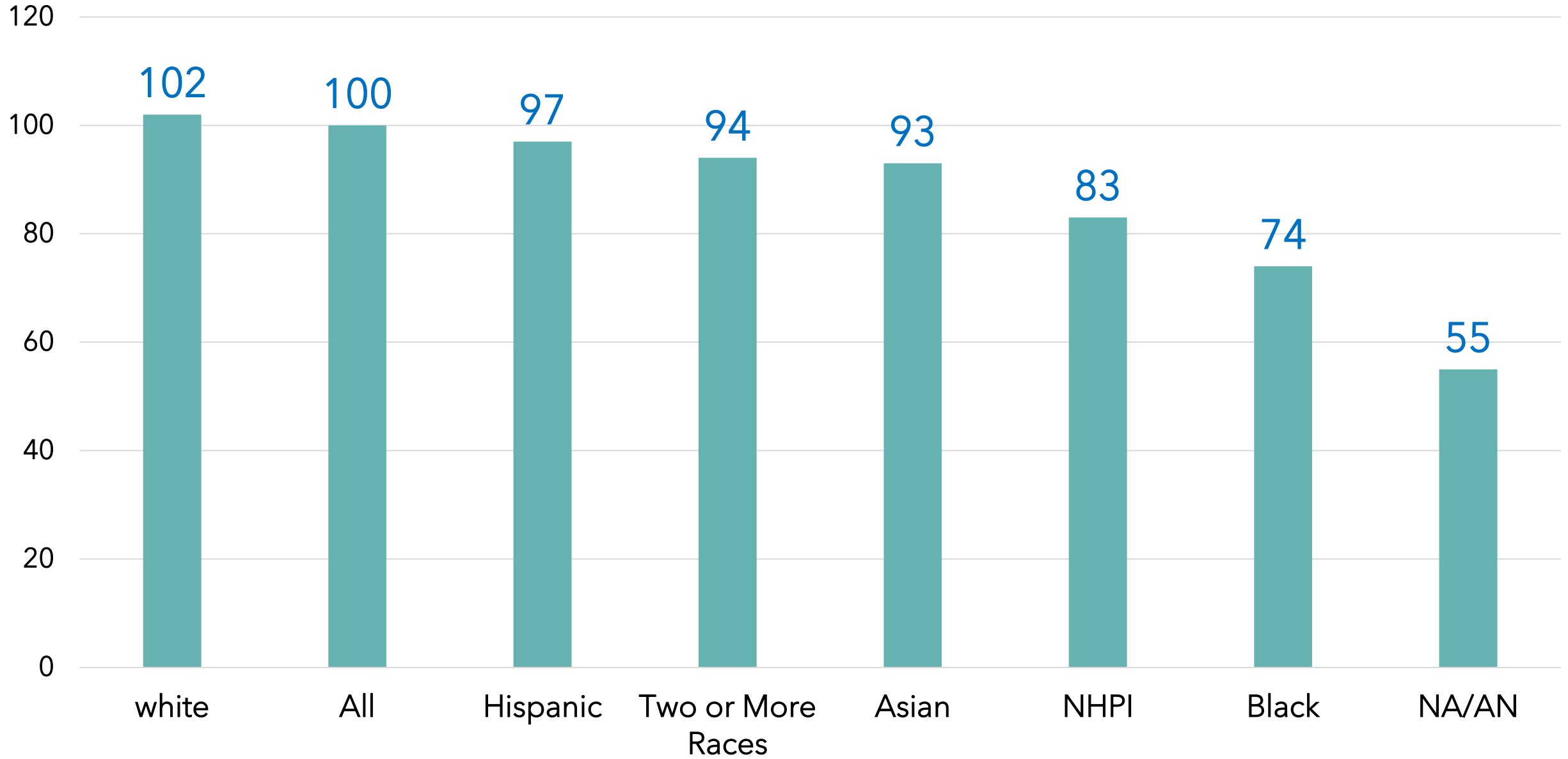
- **People w/ disabilities = 40%** of publicly supported housing program participants
- steadily increasing from 31% in 2014 to 40% in 2021.

RESIDENTS OF PUBLICLY SUPPORTED HOUSING

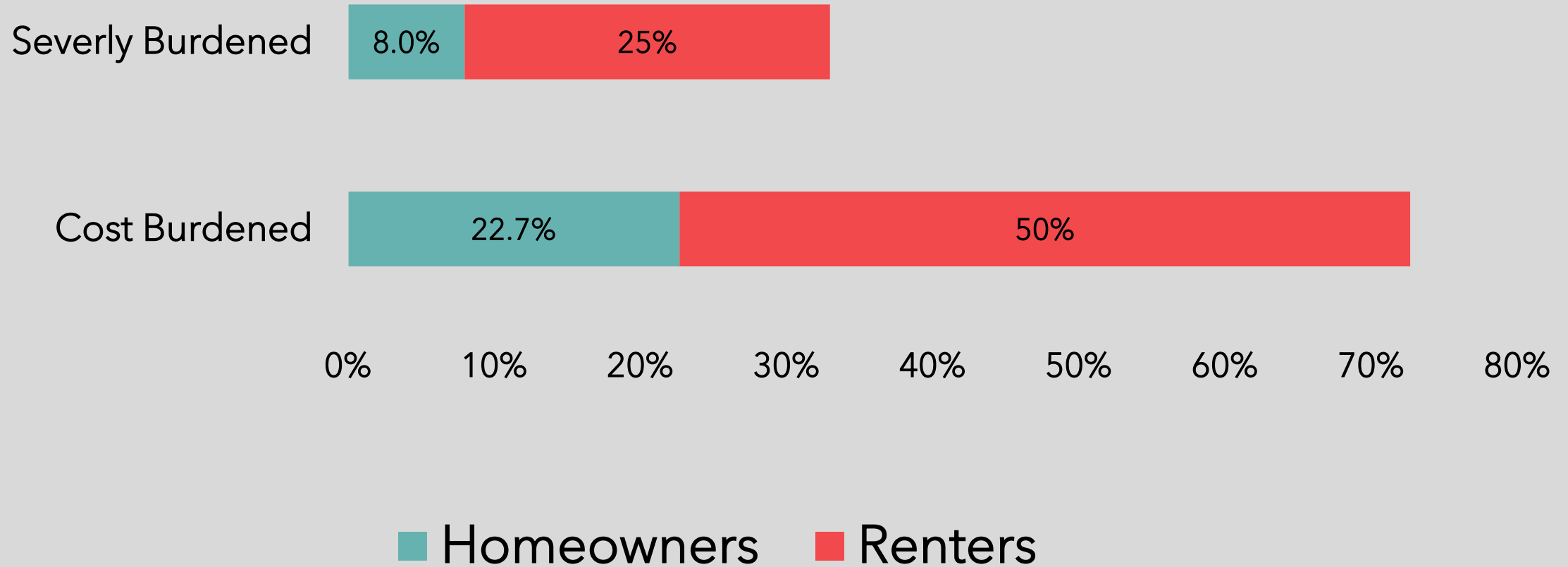
Households participating in HUD subsidized housing programs in Spokane (since at least 2014):

- **Native Americans and Alaska Natives** are overrepresented (4 - 5%)
 - **Black** non-Hispanic people are overrepresented (7 to 8%)
 - **Asian or Pacific Islander** non-Hispanic (3 - 5%)
 - **Hispanic** people are underrepresented (4 - 5%)
- 

% 2022 Median Income



Cost Burdened Households 2020

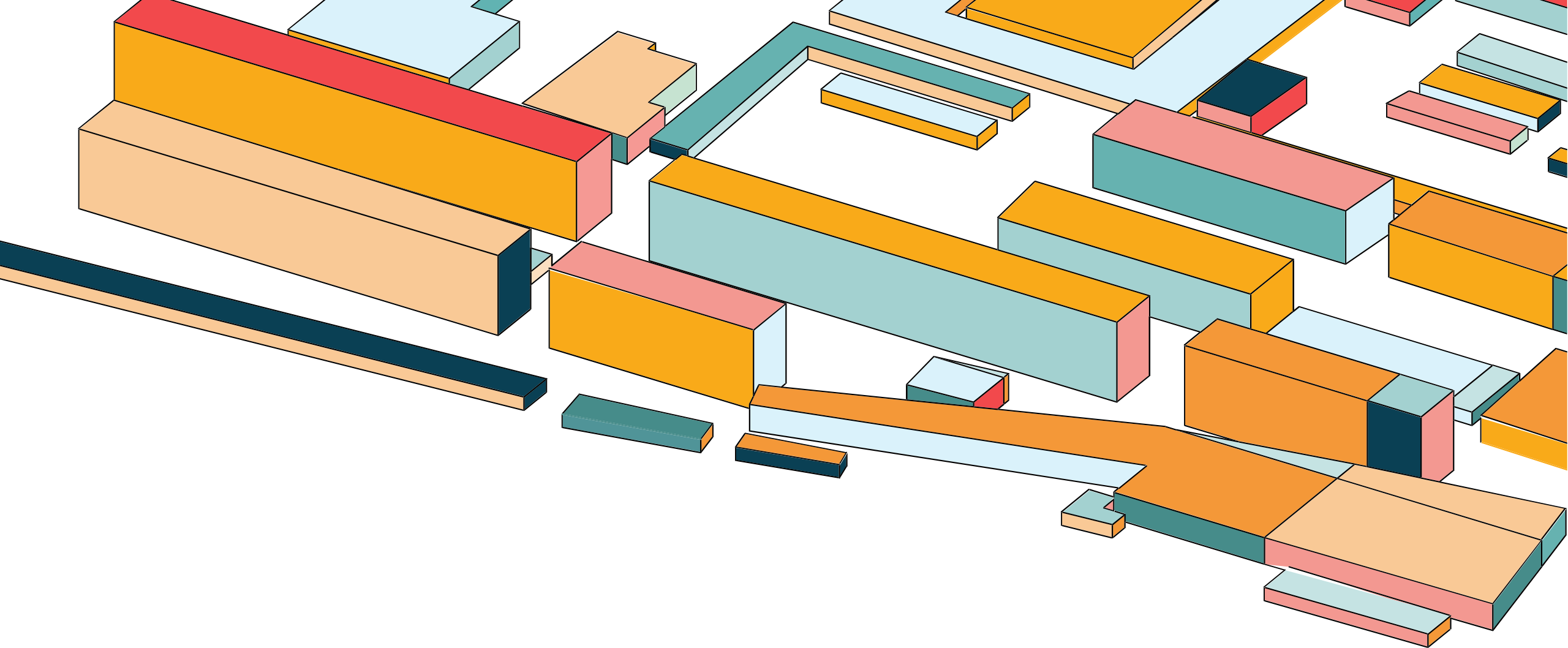


FAIR HOUSING ISSUES:

7 CATEGORIES

- AFFORDABLE ACCESS TO NEIGHBORHOODS
- BARRIERS FOR PEOPLE W/ DISABILITIES
- STABILIZATION IN SAFE & AFFORDABLE HOUSING
- EQUITABLE HOMEOWNERSHIP
- RACE EQUITY IN CITY PROGRAMS & SERVICES
- BARRIERS TO HOUSING ENTRY
- VIOLATIONS OF HOUSING DISCRIMINATION LAWS





FAIR HOUSING ISSUES

FAIR HOUSING ISSUES RE:

AFFORDABLE ACCESS TO NEIGHBORHOODS

- Disproportionate protected class concentrations in neighborhoods
- Black, Native American / Alaska Natives, Hawaiian Native & Pacific Islanders, Hispanics, female-headed family households, & people w/ disabilities live in poverty at higher rates
- Life expectancy disparities by neighborhood
- People w/ disabilities, Black & African American, & Native American, Alaska Native, & Indigenous people are disproportionately participating publicly supported housing programs.
- Publicly supported housing is concentrated in neighborhoods which are zoned for large multi-family housing.
- Siting of affordable & permanent supportive housing is concentrated downtown.
- Affordable housing is needed near public transportation

FAIR HOUSING ISSUES RE: BARRIERS FOR PEOPLE W/ DISABILITIES:

- Insufficient accessible housing
- People with disabilities are often dependent upon public transportation, frequency, & location of routes, which limits housing choice
- Older housing, especially single-family houses, is often inaccessible
- Residents in non-federally subsidized housing must pay for their own reasonable modifications
- Reasonable accommodations are often denied, including denial or fees charged for assistance animals
- Most accessible units are in newly constructed multi-family housing
- Insufficient supply of subsidized accessible units & private market units which HCV rent standards cover.

FAIR HOUSING ISSUES RE:

STABILIZATION IN SAFE & AFFORDABLE HOUSING:

- Eviction Laws and Practices: Black and Indigenous people statewide disproportionately participate in appointed counsel programs.
- Need rental assistance to stabilize people in housing & ensure housing providers are compensated.
- ✓ Rent stabilization is needed to provide longer notice periods for rent increases.
- Just Cause Eviction Protection is needed for fixed term leases.

FAIR HOUSING ISSUES RE:

STABILIZATION IN SAFE & AFFORDABLE HOUSING:

- **Disparities in Housing Quality:** Housing Problems:
 - 50% of all renter households in Spokane experience at least one of four housing “problems.”
 - 27% of renters experience at least one “severe” housing problem.
 - Non-white households experience household problems at higher rates.

FAIR HOUSING ISSUES RE: STABILIZATION IN SAFE & AFFORDABLE HOUSING: UNHOUSED

- Black and American Indian / Alaskan Native / Indigenous people were disproportionately overrepresented in the Point-in-Time Count and as clients served at houseless encampments.
- 46% of clients served at Adams St. & Camp Hope Encampments self-reported disabling disabilities, including 1 or more mental, physical, &/or substance abuse conditions.
- The **fentanyl crisis** has a disproportionate impact on people who are unhoused and BIPOC people. Substance abuse was more frequently self-reported as a disabling condition among clients of houseless encampments than physical or mental conditions.
- There are not enough supportive services and too few case managers to help people stay housed, and more permanent supportive housing is needed.

FAIR HOUSING ISSUES RE: EQUITABLE HOMEOWNERSHIP

- There is a **racial homeownership gap** between BIPOC & white homeownership rates
- **Low mortgage origination and high denial rates** for BIPOC people

FAIR HOUSING ISSUES RE: RACE EQUITY IN CITY PROGRAMS & SERVICES

- **Representation:** BIPOC, people with disabilities, and impacted people with lived experiences **need to be included in City and Regional Boards and Commissions.**
- **Race Equity Framework:** **A racial equity analysis is needed** to examine City policies, programs, and practices to identify

FAIR HOUSING ISSUES RE: BARRIERS TO HOUSING ENTRY

- **Criminal history screening** is a major barrier to housing for justice involved people, who are disproportionately Black, Indigenous, and other people of color.
- Tenants are denied housing due to **insufficient credit scores or history**
- Need for a **universal background and credit check**
- **Translation and interpreting** of vital housing-related documents is needed in at least Spanish, Ukrainian, Russian, Marshallese, Arabic, and Vietnamese.

FAIR HOUSING ISSUES RE: VIOLATIONS OF HOUSING DISCRIMINATION LAWS

- Discrimination in housing is occurring based on Protected Classes
- Housing providers frequently refuse to accept housing vouchers and other subsidies even though state and local law prohibit it.
- Lack of resources for fair housing agencies and organizations to provide enforcement and education
- The Spokane Human Rights Ordinance, Title 18 does not provide a private cause of action.

GOALS: 7

Goal 1	Increase affordable housing and neighborhood access
Goal 2	Overcome barriers to access to opportunity for individuals with disabilities
Goal 3	Stabilize people in safe and affordable housing
Goal 4	Enhance Equitable Access to Homeownership
Goal 5	Advance Equity In City Institutions, Programs, and Services
Goal 6	Reduce Barriers to Housing Entry
Goal 7	Increase fair housing outreach, education, and enforcement

FOR EACH GOAL:

- Strategies
- Actions for Consideration
- Overlaps with and references relevant priorities, strategies, & actions from the *Spokane Housing Plan*, & its Appendix A, *City Council Implementation Plan*



GOAL #1:
INCREASE
AFFORDABLE
HOUSING &
NEIGHBORHOOD
ACCESS

GOAL #1:

INCREASE AFFORDABLE HOUSING AND NEIGHBORHOOD ACCESS

Strategies:

- A. **Reduce land use & zoning restrictions** that limit housing type to ensure members of historically underserved communities & protected class groups have equitable access to affordable housing opportunities in well-resourced areas
- B. **Increase and preserve the housing supply in a range** of affordable and accessible housing unit types, sizes and rates.
- C. **Preserve housing affordability and quality** to help people thrive where they live.
- D. **Provide priority for housing programs to households that would be eligible for a free or reduced lunch** program.
- E. **Contract with nonprofit community groups that serve people negatively impacted by historical redlining and its current consequences to provide culturally competent navigators** to members of those communities to assist them in expanding their housing and neighborhood choices.

GOAL #1:

INCREASE AFFORDABLE HOUSING AND NEIGHBORHOOD ACCESS

Strategies:

- F. Support land use and development code regs. that allow diverse housing types and support mixed-income communities, consistent w/ Comp.
- G. Prioritize investment and incentives that support housing affordability and stability for low-income residents and BIPOC people in historically underserved neighborhoods, while also increasing access to high-resource neighborhoods.
- H. Incentivize developers to build affordable housing.
- I. Prioritize the sale of City parcels to public housing authority and not-for-profit affordable housing developers and require inclusion of rent-restricted units.
- J. Develop mixed-use, mixed-income housing, to include owners, renters, low- and high-income households, seniors, and families with children, walkable neighborhood development, and access to green space, public transit, grocery stores, playgrounds, gardens, and libraries.
- K. Diversify the siting of affordable and permanent supportive housing.

Actions for consideration:

- Use sales and use tax "1590" funds to develop affordable housing
- Raise the minimum wage
- Increase scattered site affordable housing to allow more options for neighborhood access
- Reduce open space requirements, increase residential density, provide density bonuses, and decrease min. lot sizes
- Create a database & mapping system to monitor rent-restricted housing property affordability expirations
- Identify properties at risk for displacement
- Establish a purchase or loan fund program to prevent properties from becoming market rate



**GOAL #2: OVERCOME
BARRIERS TO ACCESS
TO OPPORTUNITY FOR
INDIVIDUALS WITH
DISABILITIES**

GOAL #2:

OVERCOME DISPARITIES IN ACCESS TO OPPORTUNITY FOR INDIVIDUALS W/ DISABILITIES

Strategies:

A. Incorporate the provision of **enhanced accessibility features** (e.g., features that provide greater accessibility than min. required by current law) in new construction & rehab.

B. **Promote universal design** in residential development to support all people regardless of age, size, & ability in accessing housing to the greatest extent possible, w/o need for adaptation or specialization.

C. **Expand public transportation routes and ride frequency** to provide access to more neighborhoods

Actions for consideration:

- Review new multi-family dev. plans & conduct site audits for compliance w/ the FH Act's design & construction reqts.
- Provide FH Act design & construction training for City staff & developers, architects, engineers, & builders
- Establish a fund for low-income tenants w/ disabilities to make reasonable modifications in housing that is not subsidized, & for low-income homeowners
- Provide training for housing providers and consumers about reasonable accommodations (including assistance animals) and reasonable modification requirements



**GOAL #3:
STABILIZE PEOPLE IN
SAFE & AFFORDABLE
HOUSING**

GOAL #3:

STABILIZE PEOPLE IN SAFE AND AFFORDABLE HOUSING

Strategies

A. Provide **proactive rental assistance** for low-income people before they become houseless, and rapid rehousing and rental assistance for low-income people who have been displaced or are houseless

B. Ensure **habitability and accessibility** in housing

C. Provide **permanent supportive housing and services for houseless people and treatment facilities** and services in a variety of neighborhoods and housing types

GOAL #3:

STABILIZE PEOPLE IN SAFE AND AFFORDABLE HOUSING

Strategies

D. Provide seed funding for a three-year pilot program for attorneys and upfront relocation funds for tenants attempting to enforce clear violations of existing state and local rental and housing standards to be replenished by landlords found responsible for violating law.


E. Preserve and stabilize the viability of existing homeownership for low-income homeowners.

Actions for consideration:

- Allocate resources for rehab. & maintain viable affordable housing that goes beyond regular upkeep.
- Encourage proactive counseling & ed. for homeowners on maintenance
- Support programs that reduce tax burdens to help homeowners with costs and stay in their neighborhoods, targeting but not limiting such programs to lower and moderate income, elderly, disabled, and veteran homeowners.
- Allocate resources for rehab. & maintain viable affordable housing that goes beyond regular upkeep.

Actions for consideration:

- Investigate expanding City resources, programming, and partnerships to support home safety modification projects for lower income, disabled, and elderly homeowners.
- Fund proactive and rapid rehousing rental assistance
- Fund permanent supportive housing and services and treatment facilities and services
- Adopt rent stabilization ordinance to provide add 'l notice for rent increases
- Adopt Just Cause Eviction Protection for fixed term leases.
- Support and fund 5-year homeless planning and Continuum of Care

A 3D bar chart with various colored bars (red, orange, yellow, teal, grey) of different heights, set against a dark grey background. The chart is partially obscured by a large white circle containing text.

**GOAL #4: ENHANCE
EQUITABLE ACCESS
TO
HOMEOWNERSHIP**

GOAL #4:

ENHANCE EQUITABLE ACCESS TO HOMEOWNERSHIP

Strategies

- A. Eliminate barriers and expand homeownership for lower income households, first-time homebuyers, and protected class groups that have historically been denied an equal opportunity to become homeowners, including people of color and people with disabilities.
- B. Expand attainable home ownership programs, especially using **shared equity and land trust models**, by utilizing new funding streams authorized by 1406, 1590 and 2497.
- C. Give housing purchase and other City-funded programs priority to people who live in, formerly lived in, or their parents lived in, the neighborhood where the new housing is located in order to mitigate past or future displacement.

GOAL #4:


ENHANCE EQUITABLE ACCESS TO HOMEOWNERSHIP

Strategies

- D. Support partner org. efforts to expand homeownership ed., outreach, & financial assistance to reach more potential homebuyers, including expanding homebuyer financial assistance (to include downpayments, earnest money, real estate broker fees, inspection fees, and closing costs) and education opportunities for first-time homebuyers, and providing financial literacy, credit repair, and credit building education.
- E. Support community-based organizations with a commitment to increasing BIPOC homeownership and reducing the racial homeownership gap.
- F. Work with the community and partner orgs. to explore shared equity models to provide home ownership opportunities to low- and mod.-income families, including shared equity cooperatives, limited-equity resident-owned communities, cooperatives, community land trusts, and deed-restricted/ below market-rate programs.

Actions for consideration:

- Establish **Special Purpose Credit Programs** for first-generation and historically and economically disadvantaged populations, to increase homeownership opportunities for underserved groups, specifically authorized by the Equal Credit Protection Act.
- Provide **financial assistance for homeowners to make needed modifications** post-purchase

A 3D bar chart with various colored bars (red, orange, yellow, teal, grey) of different heights, set against a dark grey background. The chart is partially obscured by a large white circle containing text.

**GOAL #5: ADVANCE
EQUITY IN CITY
INSTITUTIONS,
PROGRAMS, AND
SERVICES**

GOAL #5:

ADVANCE EQUITY IN CITY INSTITUTIONS, PROGRAMS, & SERVICES Strategies

- Create a historical housing equity report on racial and other redlining in Spokane neighborhoods.
- Create a housing equity toolkit to analyze potential equity impacts of current and proposed land use and housing program practices.
- Address racial inequities and disparities in housing.

GOAL #5:

ADVANCE EQUITY IN CITY INSTITUTIONS, PROGRAMS, AND SERVICES

Strategies

- The City should use its Office of Historic Preservation to promptly create a report that explains the historical actions of government and institutions in Spokane to expressly and indirectly redline housing based on race and other factors.
- All housing policies and programs going forward should take those illegal actions and their impacts into account and attempt, within the bounds of current state and federal law, to redress them and avoid further inequity.
- Current and former residents of neighborhoods with a history of redlining along with households who are eligible for free and reduced lunch programs in public schools should be given preference in qualifying for City-sponsored housing programs.
- Regardless of preference, the City should spend money to reduce barriers to accessing housing programs by liberally using language translation services, proactive reasonable accommodations and contracting with trusted ambassadors to communities in need of and at risk of not accessing housing services.
- Equity efforts should be informed by community members with lived experience relevant to the housing programs at issue and the challenges of accessing them.

Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy F.

Actions for consideration:

- Develop a racial equity framework and expand analysis of equity indicators to inform housing and land use policy, code regulations, and to mitigate displacement.
- Continue work to eliminate fair housing barriers identified in the City's Fair Housing Plan, & affirmatively further fair housing practices in City government.
- Work with community partners to encourage actions that address unfair/discriminatory housing, lending and appraisal practices and increase access to credit.
- Equitably engage and empower all community members to participate in shaping housing policies, particularly those most impacted including but not limited to BIPOC people, people w/ disabilities, lower income households, renters, refugees, immigrants, women & LGBTQIA+ and other under-represented groups.

Actions for consideration:

- Partner w/ local orgs. to **provide fair housing ed.** for housing providers, and **fair housing design and construction training** for developers, contractors, architects, engineers, & city planning & development personnel.
- **Conduct an equity review and update the Comprehensive Plan Housing Chapter** if needed to comply with 2021 WA legislation (HB 1220)
- **Expand research and application of equity and anti-displacement practices to deepen place-based analysis** and reflect in policy development.

A 3D bar chart with various colored bars (red, orange, yellow, teal, grey) of different heights and widths, arranged in a grid-like pattern. The chart is viewed from an isometric perspective, giving it a three-dimensional appearance. The bars are set against a dark grey background.

GOAL #6: REDUCE BARRIERS TO HOUSING ENTRY

GOAL #6:

REDUCE BARRIERS TO HOUSING ENTRY

Strategies

A. Support partner org. efforts to provide financial literacy, credit repair, and credit building ed.

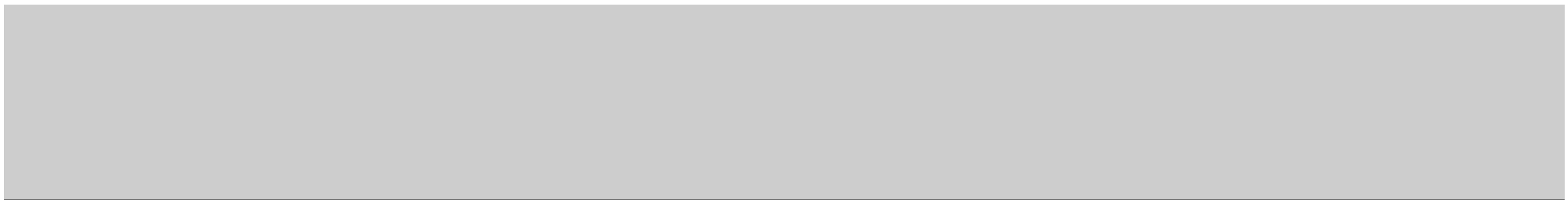
B. Reduce overly restrictive screening criteria for housing access for people with criminal justice system involvement that do not predict success as a tenant and not justified by legitimate safety concerns

C. Expand information provided in Spanish, Russian, Marshallese, Vietnamese, Arabic, and other languages to help increase access to housing and community development programs and resources.

GOAL #6:


REDUCE BARRIERS TO HOUSING ENTRY

Strategies

- D. Increase language translation and tech. options for sharing opportunities w/ potential beneficiaries of housing programs to overcome obstacles related to language, culture, education, transportation and/or disability.
- 

Actions for consideration:

- Implement the City universal background and credit program.
- Enact a “ban the box” ordinance

A 3D bar chart with various colored bars (red, orange, yellow, teal, grey) of different heights and widths, arranged in a grid-like pattern. The chart is set against a dark grey background. A large white circle with a grey border is centered over the chart, containing the text.

**GOAL #7: INCREASE
FAIR HOUSING
OUTREACH,
EDUCATION, AND
ENFORCEMENT**

GOAL #7:

INCREASE FAIR HOUSING OUTREACH, EDUCATION, & ENFORCEMENT

Strategies

A. Ensure the public has info. about fair housing protections and compliance

B. Support community org. efforts to provide fair housing advocacy, identify non-compliance with fair housing laws, & bring enforcement actions under fair housing laws

Actions for consideration:

- Conduct audit testing for compliance with source of income laws
- Provide fair housing ed. for everyone involved in housing transactions or policy development and implementation.
- Provide fair housing & landlord and tenant info. in commonly used non-English languages & accessible formats to increase housing access for immigrant & refugee communities & persons w/ disabilities.
- Amend the Spokane Human Rights Ordinance in Title 18 to include a private cause of action

THANK YOU

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2024 FAIR HOUSING PLAN

DRAFT APRIL 2024

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**NORTHWEST FAIR
HOUSING ALLIANCE**

"Working to Ensure Equal Housing Opportunity for All"

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Cover Sheet

1. Submission date:
2. Submitter name: The City of Spokane
3. Type of submission (e.g., single program participant, joint submission): Single program participant
4. Type of program participant(s) (e.g., consolidated plan participant, PHA): Consolidated plan participant
5. For PHAs, Jurisdiction in which the program participant is located: N/A
6. Submitter members (if applicable):
7. Sole or lead submitter contact information:
 - a. Name:
 - b. Title:
 - c. Department:
 - d. Street address:
 - e. City:
 - f. State: Washington
 - g. Zip code:
8. Period covered by this assessment: 2023-2027
9. Initial, amended, or renewal AFH: Initial
10. To the best of its knowledge and belief, the statements and information contained herein are true, accurate, and complete and the program participant has developed this AFH in compliance with the requirements of 24 C.F.R. §§ 5.150-5.180 or comparable replacement regulations of the Department of Housing and Urban Development;
11. The program participant will take meaningful actions to further the goals identified in its AFH conducted in accordance with the requirements in §§ 5.150 through 5.180 and 24 C.F.R. §§ 91.225(a)(1), 91.325(a)(1), 91.425(a)(1), 570.487(b)(1), 570.601, 903.7(o), and 903.15(d), as applicable.

*** (Print Name) (Program Participant/Title) (Signature) (date)

Comments

Overview

As a participant in Community Planning and Development (CPD) programs, the City of Spokane (“the City” or “Spokane”) is subject to the affirmatively furthering fair housing requirements of the Fair Housing Act. The City receives annual funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions (ESG) CPD programs. HUD administers these funds, and the City is therefore subject to the affirmatively furthering fair housing requirements of the Fair Housing Act.¹ The City is required to submit certifications that it will affirmatively further fair housing in connection with its consolidated plans and annual action plans and undertake Fair Housing Planning (FHP). Additional information about HUD’s Affirmatively Furthering Fair Housing rule is available in **Appendix A**.

The City of Spokane’s Community Housing and Human Services Department contracted with Northwest Fair Housing Alliance (NWFHA) to complete a Fair Housing Plan to assist the City with compliance with its certifications to AFFH, and for use in its 2025-2029 Consolidated Plan. NWFHA is a HUD designated Qualified Fair Housing Organization and has provided nonprofit fair housing services since 1994. NWFHA’s mission is to eliminate housing discrimination and ensure equal housing opportunity for the people of Washington State through education, counseling and advocacy.

Purpose:

The purpose of this Fair Housing Plan is to assist the City with its obligation to affirmatively further fair housing and engage in fair housing planning, by **identifying fair housing issues** in Spokane, based on race, color, religion, sex, disability, familial status, or national origin (“protected classes” in the federal Fair Housing Act (FHA)²), and to establish goals to overcome identified fair housing issues. Fair housing issues based on marital status, creed, sexual orientation, veteran or military status, and immigration / citizenship status, protected classes in the Washington State Law Against Discrimination (WLAD)³, and source of income (protected in the Washington Residential Landlord Tenant Act⁴) are also identified. This Fair Housing Plan further **establishes Goals to eliminate or reduce identified fair housing issues**.

Methodology

HUD has provided guidance resources to assist program participants undertaking fair housing planning, which NWFHA will utilize in preparing the 2024 Fair Housing Plan:

- Assessment Tool for Local Governments, <https://www.hud.gov/AFFH>
- AFFH Rule Guidebook
- AFFH Data and Mapping Tool (AFFH-T): HUD periodically update the AFFH-T, a publicly available, interactive tool that provides access to HUD-provided data

¹ The Sec. of the U.S. Department of Housing and Urban Development (HUD) is required by Sec. 808(c) (5) of the Fair Housing Act to administer HUD’s programs in a manner that affirmatively furthers fair housing (AFFH). Entitlement jurisdictions that receive federal funds to administer HUD’s Community Planning and Development programs are also required by federal regulations to certify that they will AFFH and undertake Fair Housing Planning (FHP).

² 42 U.S.C. 3601 et seq.

³ RCW 49.60.

⁴ RCW 59.18.255.

Data and information was reviewed and referenced from a variety of relevant sources, including but not limited to:

- Community Survey results
- Stakeholder interviews
- Public meeting comments
- Complaint Data from:
 - The U.S. Dept. of Housing & Urban Development, Fair Housing & Equal Opportunity
 - The Washington State Human Rights Commission (WSHRC)
 - Northwest Fair Housing Alliance (NWFHA)
- Past Spokane Analysis of Impediments to Fair Housing Choice
- 2020 WA State Analysis of Impediments to Fair Housing Choice
- United for ALICE, 2023 WA Report, https://www.unitedforalice.org/Attachments/AllReports/23UFA_Report_Washington_4.11.23_Final.pdf
- Federal, State, and Spokane City laws and ordinances
- Census and American Community Survey Data, US Census Bureau
- Spokane Trends, Indicators, <https://www.spokanetrends.org/>
- WA Office of Financial Management population and demographics data
- HUD AFFH Data and Mapping Tool, <https://egis.hud.gov/affht/>
- HUD LIHTC Database Access, <https://lihtc.huduser.gov/>
- HUD Exchange, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>
- PolicyMap online mapping and data, <https://www.policymap.com/>
- National Equity Atlas Indicators | National Equity Atlas
- Mapping Inequality, <https://dsl.richmond.edu/panorama/redlining/data>
- Home Mortgage Disclosure Act (HMDA) data
- WA Office of Superintendent of Public Instruction SBA and WCAS test data
- Spokane Transit Authority Maps
- Spokane Housing Authority PIC and reasonable accommodation and modification request data
- Spokane County Consolidated Plan, 2020-2024, Housing Needs Assessment
- ZipAtlas.com, <http://zipatlas.com/us/washington.htm#demographics>
- [Final-Report-on-Implementation-of-Tenant-Appointment-Counsel-Program-10-2023.pdf \(wa.gov\)](#)
- Spokane County Maps, <https://spokanecounty.maps.arcgis.com/home/index.html>
- <https://qz.com/1462111/map-what-story-does-your-neighborhoods-life-expectancy-tell/>
- <https://static.spokanecity.org/documents/chhs/hmis/subrecipient-resources/hud-media-family-income-limits-2023.pdf>
- <https://my.spokanecity.org/opendata/gis/neighborhoods/>
- National Low Income Housing Coalition ([Out of Reach | National Low Income Housing Coalition \(nlihc.org\)](#))
- The Eviction Lab, <https://evictionlab.org/>
- *Spokane Housing Action Plan*, 7/26/21, <https://my.spokanecity.org/housing/spokane-housing-action-plan/>
- *Action Steps to Increase Spokane's Housing Supply*, Spokane Assoc. of Realtors, 12/2021, [/https://www.spokanerealtor.com/wp-content/uploads/2021/12/CRE-Consulting-Corps-Spokane-Housing-Recommendations.pdf](https://www.spokanerealtor.com/wp-content/uploads/2021/12/CRE-Consulting-Corps-Spokane-Housing-Recommendations.pdf)

Executive Summary

Planning for Fair Housing: Affordability, Access & Equity

An assessment of a jurisdiction’s impediments to fair housing choice focuses on barriers that limit access to and retention of housing for classes of people protected by fair housing laws. Housing discrimination, both intentional and resulting from discriminatory policies and practices that perpetuate negative disparate impacts on protected classes, is the primary purview of a fair housing assessment. However, discrimination does not exist in a vacuum, and the disparities caused by past and present discrimination are exacerbated by housing market environments, such as the supply of housing. Such is the state in Spokane, where affordability and rising housing costs were primary concerns shared by nearly everyone providing input on this Fair Housing Plan. Insufficient housing supply to meet demand, low rental vacancy rates, and increasing housing costs are increasing the percentages of people in our community who are housing cost burdened (paying more than 30% of their income for housing and utilities), or unhoused. People with disabilities, and Black, Indigenous, and other people of color (“BIPOC”), disproportionately reside in poverty, have lower incomes, are housing cost burdened, and more often renters rather than homeowners. Accordingly, this fair housing analysis necessarily takes into consideration issues of housing availability, affordability, and tenant protections.

The following summarizes data and public input received for this Fair Housing Plan. Additional detail and citations can be found within the Fair Housing Plan sections. Based on the information collected and analyzed, the last section of the Fair Housing Plan sets out a list of fair housing issues, goals, strategies and actions for consideration that the City can undertake to address identified fair housing issues.

Who Lives In Spokane?

Race and National Origin

The population of Spokane is predominantly white, non-Hispanic; however, it is slightly more diverse than the rest of the county. Out of the total City population, 79.3% are white, 7% are Hispanic, 2.8% are Asian, 2.7% are Black or African American, 1.9% are American Indian or Alaskan Native / Indigenous, 1.2% are Native Hawaiian or Other Pacific Islanders, and 2.4% identify as another race. Almost ten percent are two or more races.

The white non-Hispanic population in Spokane has been gradually decreasing, from 87.5% in 2000 to 77% in 2020. During this time, all other races increased, and “Hispanic or Latino”, “some other race alone”, and “two or more races” more than doubled.

Almost six percent of the Spokane population were born outside the United States, a much lower rate than the State (14.9%). The most common countries of foreign birth in Spokane are Iraq (8% of all foreign-born people in Spokane) and Mexico (8%), followed by Vietnam (6%), the Philippines (5%), the Ukraine (5%), Canada (5%), Russia (4%), China (4%), and the Marshall Islands (4%).

Limited English Proficiency and Language Needs

- Of the overall Spokane population over age 5, at least 3.2% have limited English proficiency and speak English less than “very well.”
- 8.2% of the total Spokane population age five and over speaks a language other than English at home. 2.6% speak Spanish, 2.6% speak other Indo-European languages, and 2.2% speak Asian and Pacific Islander languages.
- Community survey participants identified the 5 top non-English languages needed for fair housing education as Spanish, Ukrainian, Russian, Marshallese, and Arabic, as well as sign-languages. Vietnamese and Farsi were also chosen as needed languages by 1 in 5 surveyed.
- Survey participants and stakeholder interviewees identified the lack of interpreting and translation in housing transactions and legal documents as a barrier to housing access and retention for people with limited English proficiency.

People with Disabilities

- 16.6% of the non-institutionalized population in Spokane has a disability, a higher percentage than the County or the State (15.6% of Spokane County and 13% WA).
- However, disability rates range widely in 3 zip codes, with 99201 and 99202 having the highest rates, and 99203 the lowest.

Sex

- Females are almost 2% more of the Spokane population than males. Spokane has a slightly higher percentage of females and lower percentage of males than the County or State.

Age

- The median age in Spokane is 36.3 years, younger than the County, State, and USA.
- Median age in Spokane increased by 2.8 years since 1990, following regional and national trends of aging populations.
- Median ages of Black (30), Latino (27), Pacific Islander (23), and multi-racial (20) people in Spokane are significantly lower than that of white (39), Asian (38), and Native American (37) people.
- More BIPOC people are youth than senior aged; however, the percentage of BIPOC people who are seniors is growing faster than youth. Between 1980 and 2020, the percentage of people who are BIPOC youth tripled, from 10% to 30%, while the percentage of seniors who are BIPOC quadrupled from 2% to 8%.
- 21% of the Spokane population is under the age of 18, similar to the County and State. Spokane has a slightly lower percentage of people aged 65 years or older than the County, and slightly higher than the State. The majority of people are between 18 and 64.
- Spokane has a lower percentage of households with children (23.6%) than the County (26.4%) and State (27.4%).
- Spokane has a higher percentage of people living alone (35.5%) than the County (29.3%) or the State (27%).

Residents of Publicly Supported Housing

- People who are Black, Native American / Alaskan Native / Indigenous, Asian, Pacific Islander participate in publicly supported housing programs at higher rates than white people.
- Native Americans and Alaska Natives have remained 4 to 5% of the households participating in HUD subsidized housing programs in Spokane since at least 2014.
- The percent of households participating in HUD subsidized housing programs who are Black and non-Hispanic in Spokane has been steady between 7 and 8% since at least 2014.
- The percent of households participating in HUD subsidized housing programs who are Asian or Pacific Islander and non-Hispanic in Spokane has remained between 3 and 5% since 2014.
- Hispanic people are underrepresented in publicly supported housing. Hispanic people are 7% of the Spokane population but have been 4% - 5% of HUD subsidized housing program participants since 2014.
- People with disabilities are exceptionally disproportionately represented among public supported housing programs, making up over 40% of participants. The percentage of people residing in HUD subsidized housing who live with a person with a disability has steadily increased from 31% in 2014 to 40% in 2021.
- In 2021, all non-white Spokane Housing Authority HCV holders were more likely to reside in 4, 5, 6, 7, and 8-person households than white HCV holders, while white HCV holders were more likely to reside in 1 person households.
- SHA HCV participants in 2021 were more likely to be female (65.6%) than male (34.4%).

Segregation and Integration

White non-Hispanic populations range between 70 to 90% of the Spokane population depending on the census tract; they are over 90% in 7 tracts. Systemic and institutionalized racism, including redlining, steering, and racially restrictive covenants, as well as individual discrimination, has determined where BIPOC people could live in Spokane. There is still evidence of the impact of these policies and practices in housing patterns today.

In 1960, 63% of all Black people lived in three census tracts. Today many BIPOC people are still concentrated in 99202, the zip code that includes the East Central neighborhood, one of the redlined neighborhoods. BIPOC people in Spokane are most concentrated in 18 tracts, all which have 25-40% non-white populations.

Disproportionate Concentrations of Non-White Populations

HUD defines a racially or ethnically concentrated area of poverty (R/ECAP) as having a non-white population of 50% or more, where 40% or more of the population is at or below the poverty line (or the poverty rate is greater than 3 times the average poverty rate in the area). Spokane does not have any R/ECAP designated tracts. Accordingly, an alternative analysis has been used to review disproportionate concentrations of non-white populations.

Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Again, there are no areas in Spokane where one non-white race meets that definition for a disproportionate concentration. However, combining all non-white races with Hispanic ethnicity in Spokane, so that “racial and ethnic minority” is defined as

Hispanic and/or a race other than white alone, 23% of the population in Spokane is minority. Thus, any census tract with greater than 33% minority population is considered to have a disproportionate minority concentration. Spokane has five census tracts with non-white populations over 33%.

Diversity Index

The diversity index is an index ranging from 0 to 87.5 that represents the probability that two individuals, chosen at random in the given geography, would be of different races or ethnicities. Values between 0 and 20 suggest more homogeneity and values above 50 suggest more heterogeneity. Racial and ethnic diversity can be indicative of economic and behavioral patterns. For example, racially and ethnically homogenous areas may sometimes represent concentrated poverty or wealth or indicate past or present discriminatory housing policies or barriers. Between 2017 and 2021, Spokane's diversity index was 34.7. Eight tracts had index values of more than 49, while 11 tracts had values of 22 or less.

The National Equity Atlas also calculates a diversity index, which measures racial/ethnic diversity of residents based on seven major racial/ethnic groups. The maximum diversity score (1.95) would occur if each group were evenly represented in the region. Spokane's Diversity Index increased from .59 in 2000 to .79 in 2020.

Access to Community Assets

HUD provides 7 opportunity indexes (most recent data is 2012 – 2018): Low Poverty Index, School Proficiency Index, Labor Market Index, Transit Index, Low Transportation Cost Index, Jobs Proximity Index, and Environmental Health Index. There were disparities based on race, in favor of white Spokane residents, in all indicators except Transit Index, Low Transportation Cost Index, and Jobs Proximity Index.

Education

Across the Spokane School District, children who are American Indian or Alaskan Native, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, or Two or More Races, performed less well on Smarter Balanced Assessments and the Comprehensive Assessment of Science compared to the average scores for all students and Asian and white non-Hispanic students. Also performing lower on standardized assessments were low-income students, students with disabilities, English language learners, migrant students, students in foster care, and students experiencing homelessness.

Employment

The Jobs Proximity Index is one of the measures where BIPOC people in most instances (except Asian/ Pacific Islanders below the poverty line) had higher or equivalent rates to white, non-Hispanic people in Spokane. BIPOC people in Spokane are more concentrated in central census tracts, which may explain the closer proximity to job locations. The index rates rose for all races when only measuring people under the poverty line, compared to the total population, possibly also explained by wealthier people able to live further from the City center.

While low income and BIPOC people may have close proximity to job centers, whether they are able to obtain those jobs is of concern, given the disparities in the Labor Market Engagement Index. The HUD provided labor market engagement index describes the relative intensity of labor market engagement and human capital in a neighborhood, based on 2011-2015 ACS data. This is based upon the level of employment, labor force participation, and educational attainment in a census tract. The higher the score, the higher the labor force participation and human capital in a neighborhood. The labor market index for white, non-Hispanics, exceeded that for all other races, for both the total population and the population below the federal poverty line.

Transportation

Several stakeholders who were interviewed identified the need to have affordable housing near public transportation. They cited transportation as a driving force for equity. Transportation centered housing, built along transit lines, is needed, so that renters don't have to travel great distances. One interviewee described having to walk ten blocks to the nearest bus line when they lived on the South Hill. Housing built away from transit is less affordable, centers on cars, is further from services, and causes sprawl.

Similar to the Job Proximity Index, BIPOC people had higher Transit Trip Index rates than white non-Hispanics in Spokane (based on 2012-2016 HUD-provided data), and people below the federal poverty line have higher rates than the total population. The greater use of public transit by low income and BIPOC people may again be explained by the greater frequency that they reside in centrally located neighborhoods near bus lines, and also have lower incomes with which to purchase and maintain a private vehicle.

Like the Job Proximity and Transit Trip Indexes, BIPOC people had higher Low Transportation Cost Indexes (2012-2016). When only people below the poverty line are considered black and Asian or Pacific Islander had lower transportation cost indexes than white non-Hispanic people.

Access to Low Poverty Neighborhoods

As of 2022, 14.8% of Spokane residents live in poverty. The rate of poverty varies considerably by census tract, with 53063010701 having a very low rate of less than 1%, and 53063002503 with a high of 50%.

BIPOC people are on average more likely to live in poverty throughout the City than white people. In Spokane, 21.8% of Black people, 36.7% of Native Americans / Alaska Natives, 29% of Hawaiian Native and Pacific Islanders, 18% Hispanics, 15% of Asians, and 13.6% of whites live below the poverty level. (2018-2022).

As of the most recent HUD-provided data (2011-2015 ACS) white non-Hispanic people had a higher poverty index (less likely to live in low poverty neighborhoods) in Spokane compared to Black, Hispanic, Asian, Pacific Islander, and Native American residents. These disparities persisted even when only measuring the population below the federal poverty line. Black non-Hispanic and Native American people were most likely to live in low poverty areas. When only people below the poverty line were considered Hispanic and Black people were most likely to live in low poverty areas.

In Spokane, in 2022:

- 24% of female-headed family households (no spouse present) lived in poverty
- 26% of people with disabilities lived in poverty
- 16% of children lived in poverty

Access to Environmentally Healthy Neighborhoods

Life Expectancy

The 2020 life expectancy of a white person in Spokane County (78 yrs.) was more than 4 years longer than that of a Black person (73.7 yrs.) and more than 7 years longer than that of an American Indian / Alaska Native indigenous person (70.6).

The zip code that one resides in makes a difference for quality and longevity of life. According to the Centers for Disease Control, the overall Spokane County life expectancy was 79 years, with the lowest ages being 66 (Tract 300-3200), 68 (SE West Central), 71 (300-3400), and 72 (East Central and Bemiss) years, while the South Hill had a life expectancy of 81 years.

Access to Technology / Telecommunications

Based on census data, most households in Spokane do have high access to household computers of any type (>94%), smartphones (>88%), and broadband internet access (90.5%). Broadband internet subscription rates are similar for white non-Hispanics, black and African Americans, Asians, and Hispanic and Latinos (93% – 95.5%). American Indian and Alaska Native households have the lowest broadband subscription rate (88%), and Native Hawaiian and other Pacific Islander households have the highest broadband subscription rate (99%).

Data was not reported for income or disability. Based on anecdotal accounts from stakeholders, it is likely that technology is a barrier for people with certain disabilities and people with fewer financial resources.

Barriers that Deny Individuals with Disabilities Access to Opportunity

Housing Accessibility

- When asked, “What are you most concerned about with respect to fair housing and access to housing opportunities in Spokane? Check your top concerns,” 40% of all survey responders selected “Accessibility of rental properties for individuals with disabilities.”
- Stakeholder interviewees also shared concerns about the insufficient amount of accessible housing in Spokane.
- The length of waitlists for accessible units in publicly supported housing and the lack of available accessible units in non-publicly supported housing available to HCV participants are major barriers to accessing housing for people with disabilities.
- While housing providers that are not federally subsidized must allow people with disabilities to make reasonable modifications to their units at the resident’s own cost, due to many people with disabilities having very low income, modifications often go unmade.

Housing Choice Voucher Acceptance and Rent Standards

Sixty-eight percent of SHA HCV participants have a disability. The majority of these are single person households (76%). However, there is a shortage of available subsidized accessible units and private market units which HCV rent standards will cover.

Zoning and Siting

Most accessible units are in newly constructed multi-family housing, due to the requirements and exemptions in the Fair Housing Act for design and construction. People with disabilities are thus often limited to residing in rental units in zones which allow multi-family housing.

Transportation

People with disabilities are also often dependent upon public transportation, which further limits housing choice to regions of the City where they can access public transportation.

Assistance Animals

A prevalent type of reasonable accommodation request is for a person with a disability and disability-related need for an animal to have an animal as an exception to a no-pets, no-animals, policy. While housing providers can exclude or limit pets (animals not needed for disabilities), when “no pets” policies, or requirements for pet fees, pet rent, pet deposits, or pet insurance are unlawfully applied to people with disabilities who need an animal for their disability, this is a barrier for people with disabilities being able to use and enjoy their dwelling.

Residents of Publicly Supported Housing

People with disabilities, Black and African American, and Native American, Alaska Native, and Indigenous people are disproportionately participating publicly supported housing programs. Barriers to accessing or utilizing these programs, such as housing choice voucher payment standards not keeping up with rising rental rates, and source of income discrimination against voucher holders, will therefore be experienced disproportionately by these groups.

Housing Choice Vouchers

Too Few, Not Accepted, and Falling Behind Actual Rents

Numerous concerns about housing choice vouchers were shared by survey responders, stakeholder interviewees, and public meeting attendees:

- There are not enough to meet need and demand. The majority of those who would be eligible don't have one.
- Even if someone is fortunate to have a voucher, the standard payment often does not cover the actual rent being charged for rental units. This makes it difficult to find housing where the voucher can be used; and if an in-place tenant's rent is raised above the standard after the initial lease and the Housing Assistance Payment (HAP) contract ends, the tenant has to find new housing with rent that the voucher will cover.
- Despite state and local source of income protections, refusal to accept housing vouchers is a prevalent complaint.

Access to Affordable Housing Opportunities

Income and Housing Cost Burdens

Income directly affects whether someone is housing cost burdened or able to qualify for publicly supported housing with income restrictions. As of 2022, white median household income was 2% above overall median income, while Asian, Hispanic, Native Hawaiian / Other Pacific Islander, Black, Native American / Alaska Native, and Two or More Race median incomes were 93%, 97%, 83%, 74%, 55%, and 94% of median income respectively.

Housing is considered affordable when the cost of housing plus utilities equals no more than 30% of household income. As of 2020, 33% of all households in Spokane were cost burdened, and 14% were severely cost burdened (paying more than 50% of household income for housing and utilities).

- Homeowners: 22.7% of homeowner households were cost burdened in Spokane in 2022. 8% of owner households were severely housing cost burdened.
- Renters:
 - Half of all renters in Spokane are cost burdened, and almost one quarter of all renter households in Spokane in 2022 were severely cost burdened.
 - To afford rent for a 2- bedroom unit in 2023, a household needed to earn \$23.04 an hour, which was 146% of the 2023 Washington minimum wage.

As of 2012-2016 HUD provided data, in Spokane, 16% of white non-Hispanic households had a severe housing cost burden. The rates of severe cost burdened households were greater for BIPOC households: 21.4% of Asians and Pacific Islander households, 20.6% of Black households, 24.7% of Native American households, and 23% of Hispanic households had a severe cost burden. With rising housing costs, it is very likely that these percentages have not decreased.

Disparities in Housing Quality

Housing Problems

The US Census collects data identifying instances where “housing problems” or “severe housing problems” exist. “Severe” housing problems are: 1. Lacks complete kitchen facilities 2. Lacks complete plumbing facilities 3. More than one person per room 4. “Severe” Cost Burden – monthly housing costs (including utilities) exceed 50% of monthly income.

- 35% of all households, and half of all renter households in Spokane were experiencing at least one of four housing problems as of 2020.
- 17% of all households in Spokane experienced at least one “severe” housing problem. The rate was highest for renters at 27%.
- 37% of all households in Spokane were experiencing at least one of four housing problems in 2016 (similar to 2020), per the most recent HUD provided data by race. The percent of white non-Hispanic households experiencing at least 1 household problem was similar (36%). Black, Hispanic, Asian / Pacific Islander, and Native American households experienced at least one problem at the following higher rates: 50%, 39%, 48% and 42%. Nineteen percent of all households in Spokane experienced at least one severe housing problem. The rates for white

non-Hispanic, Black, Hispanic, Asian / Pacific Islander, and Native American households were: 18%, 25%, 27%, 31%, and 28%.

Contributing Factors to Unaffordability

Insufficient Housing Supply

Although the exact shortage is debated, there is broad consensus among stakeholder interviewees, survey participants, public meeting attendees, and industry and City reports, that there is insufficient housing supply of all types to meet demand.

Increasing Housing Costs

Increased demand and insufficient supply have resulted in increased housing costs, making unaffordable housing the primary concern of nearly everyone who provided input for this report.

Rising Rents and Fees

As real estate values and costs increase, housing providers are increasing rents and rental fees (move-in, pet, administrative, etc.) and deposits, which are primary concerns for tenants.

Access to Homeownership Opportunity

Homeownership

There were more owner-occupants than renters in Spokane (57.5% owner-occupants and 42.5% renters) (2018-2022 ACS).

The Racial Homeownership Gap Persists

- Native Hawaiian and Other Pacific Islanders have the lowest homeownership rate in Spokane (20.8%).
- Black and African Americans have the second lowest homeownership rates in Spokane (30%)
- White people have the highest ownership rate in Spokane (60%)
- BIPOC and Hispanic/Latino populations in Spokane have higher renter rates than whites.

Access to Home Mortgage Financing

- In 2021, white applicants made up 76% of all mortgage lending applications and had loan origination and denial rates of 70% and 10%.
- Black and African American applicants made up 1.2% of applications and had the lowest origination rate (55%) and highest denial rate (18%).
- All other reported races also had lower origination and higher origination rates than whites: American Indian / Alaskan Native (63.5% and 13.5%); Asian (62% and 13.5%); Native Hawaiian / Pacific Islander (66.7% and 14%).
- Hispanic and Latino applications made up 2.3% of all applications and had origination and denial rates of 61.6% and 13.7%.
- When applications are separated by income of applicant, racial disparities were still evident.

Local and State Policies and Practices Impacting Fair Housing

Zoning and Land Use Policies

Zoning and land use issues were frequently raised by survey participants and stakeholder interviewees, with broad consensus that zoning changes are needed to allow for more housing choice.

Missing Middle

Stakeholder interviewees had varying opinions about the City's recent efforts to expand Middle Housing. Some were very supportive, but believe it needs to be expanded to include an affordability requirement and allow and incentivize more 6-plex and over multi-family housing, which can be harder to build cost-effectively than larger multi-family complexes. Some tenant advocates are concerned with displacement of tenants that can occur if affordable housing is demolished to make way for new "middle" housing. They fear that affordable housing will be lost and replaced by higher rent units, housing that typically has lower barrier background screening policies will be eliminated and replaced by developments that utilize more stringent screening criteria and check criminal history; remodels, demolition, and building of ADUs will allow tenants to be terminated with no cause notice and displaced. They advocate for a right of first return requirement for displaced tenants; and opening zoning for larger multi-family housing, not just the missing middle type.

Mixed Use/Income/Space Housing

There is a desire and need for increased mixed-use and mixed-income housing. Such housing would include owners, renters, low- and high-income households, seniors, and families with children, with walkable neighborhood development, and access to green space, public transit, grocery stores, playgrounds, gardens, and libraries. As one stakeholder said, this "Community Model" of housing allows people "to thrive, not just survive." A barrier to developing housing in and near grocery and other commercial amenities is zoning laws which limit commercial development in residential-only neighborhoods.

Siting of Affordable & Permanent Supportive Housing

Much of Spokane's affordable housing and permanent supportive housing development has been concentrated downtown, in part due to zoning, available property to build, and central access to social services. However, such clustered housing can put people recovering from substance use disorder near those currently using and make it difficult to escape a cycle of relapse, a serious concern especially amidst the fentanyl epidemic.

Scattered Site Housing

Multiple stakeholders interviewed expressed the need for increased scattered site affordable housing. Scattered site housing allows people more options for neighborhood access and deconcentrates people with low incomes from only living near each other. Scattered site housing also enables people to have different housing experiences besides large apartment building living, access different neighborhoods, and increase equity in school systems.

Rent Stabilization / Rent Control

Public meeting attendees, stakeholder interviewees, and survey responders frequently identified concerns with the lack of laws to ensure rent stabilization or limit rent increases. Rent control is illegal under Washington State Law. Rent stabilization initiatives typically include establishing longer notice periods for housing providers to increase rents. However, landlords often oppose rent stabilization as they say they cannot accurately predict future expenses.

Source of Income Anti-Discrimination Laws

WA Residential Landlord Tenant Act – Source of Income Protection

Source of income discrimination was prohibited by a 2018 WA state legislative amendment to the WA Residential Landlord Tenant Act (RLTA). Despite having state legal protection, source-of-income complaints were frequently reported by interviewees and survey participants.

Refusal of Rental Assistance

Many survey participants and interviewees reported that landlords do not always accept rental assistance. While such payments would seemingly be covered by the WA source of income protections, it is commonly believed that a housing provider does not have to accept rental assistance if a condition of acceptance is making changes to the rental agreement, such as agreeing to retain the tenant for a specified amount of additional time.

Eviction Laws and Practices

An eviction can keep people from being able to access housing again. Eviction filings are increasing, surpassing pre-coronavirus pandemic levels, attributable by tenant advocates to: rent increases being permitted again in late 2021, federal rental assistance ending in summer 2023, the expiration on 4/30/23 of the requirement that housing providers offer reasonable payment plans with any termination notice for debts between 3/1/20 and 4/30/23, and the expiration on 7/1/23 state Eviction Resolution Pilot Program that required landlords to notify a local dispute resolution center before filing for eviction. In Washington, eviction filings more than doubled over the six months 4/1/23 to 10/31/23. In Spokane, monthly filings reached 180 in October 2023, exceeding pre-pandemic rates (est. 118 per day).

While eviction filings by race of the defendant was not available for this report, demographic data included in the August 2023, *Washington State's Appointed Counsel Program: Baseline Report*, states that the statewide racial composition of clients served was 54.8% White, 10.4% Black, 6% Native American, and 4% Latino. This means that Black and Native American people disproportionately participated in the right-to-counsel program available to some defendants in unlawful detainer actions, compared to their percentages in the overall population.

Local Tenant Protections

Just Cause Eviction

The WA Residential Tenant Landlord Act was amended to require landlords to provide one of the enumerated good cause reasons for terminating month-to-month tenancies. The new law sets out the good cause reasons that a landlord can end the tenancy. Landlords can still end a tenancy at the end of a lease without cause if the initial rental term is between six months and one year

and the tenant is given 60 days written notice. Tenant advocates interviewed say that Spokane needs to enact a local ordinance to apply just cause to fixed term leases. Otherwise, housing providers are incentivized to steer people into fixed term leases by offering sometimes significantly higher rental rates for month-to-month rental agreements.

Tenant Screening Requirements

Commonly used tenant screening qualifications and processes are often impediments to accessing safe, affordable housing, including the following:

Criminal History

Lack of a “ban the box” law in Spokane is a major barrier to housing for justice involved people, who are disproportionately Black, Indigenous, and other people of color. Having a criminal history does not mean that someone won’t be a good tenant. Conducting an individualized assessment and considering mitigating factors can sometimes show that a specific criminal history has no bearing on whether a person will be a good tenant. The US Dept. of Housing & Urban Development issued guidance on use of criminal history in housing screening in 2016 and 2022, including prohibiting blanket bans on criminal history, and advising housing providers to conduct an individualized assessment that considers relevant mitigating information beyond that contained in an individual’s criminal record. However, reports of housing denials based on criminal history are prevalent, and applicants and housing providers don’t often know about the right to provide mitigating information as part of an individualized assessment.

Credit Score / History

Like criminal and eviction history, credit scores, or lack thereof, keep people from accessing housing. Credit score requirements have a bigger impact on BIPOC people who have historically had to rely upon non-traditional and unreported lending, and also people with disabilities on fixed incomes.

Universal Background and Credit Check

In February 2023, the City Council passed an ordinance to create a portable background and credit check program to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees. However, a housing provider is not required to accept the universal background and credit check and can require a different one. The City has yet to implement this program.

Rental Regulation

Tenant advocates contend that regulation of rentals is needed to reduce harm, including ensuring compliance with state and local laws and the safety of tenants.

Rental Registry and Business Licenses

In 2023, the City Council passed an ordinance which established a residential rental registry and clarified that State Law and the Spokane Municipal Code require landlords to have a business license. Effective January 15, 2024, it is prohibited to make available for rent, or rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the residential rental property at which the unit is located. Landlords who offer below market

rentals to low-income tenants may seek a waiver of the \$15 annual fee by registering with the City's affordable rental housing incentive program that CHHS will develop. The rental registry requirement went into effect in January 2024, but currently the City is relying upon voluntary registrations and not yet engaging in enforcement action against those who are not registered.

Inspections

The housing stock in Spokane is on average older, therefore there is a lot of substandard housing. A 2023 ordinance now requires landlords or property managers to self-inspect units before renting them and certify that they have performed the inspections and that their property complies with all building codes, habitability requirements, and other relevant codes. However, there is no requirement for properties to be inspected by Code Enforcement prior to, or routinely, as a condition of renting them. The City's Code Enforcement Department may conduct periodic and cause-based inspections of residential rental property.

Rental Assistance

An issue supported by all tenant and landlord advocates consulted for this the report is the need for rental assistance. While there were many reports of landlords who refused rental assistance, these refusals may be tied to strategies to get rid of perceived problem tenants.

Homelessness

Protected Classes Still Overrepresented

The January 2023 Point-in-Time Count identified a 36% increase in the Spokane County houseless population. People experiencing houselessness in Spokane belong to all races, but some protected classes continue to be disproportionately represented:

- Black and American Indian/Alaskan Native/Indigenous people were disproportionately represented in the 2023 Point-in-Time Count (7% and 8% respectively).
- Like the PIT Count, data collected from clients served at the Camp Hope and Adams St. encampments, revealed racial disparities: Black and American Indian/Alaskan Native/Indigenous people were each more than 7% of total clients, which is double and triple their percentages in the overall Spokane population.
- 46% of clients served at the Adams St. and Camp Hope Encampments self-reported disabling disabilities, including one or more mental, physical, and/or substance abuse conditions.

Homeless Trends and Needs

A Fentanyl Crisis

The fentanyl crisis is not doubt contributing to those who experience homelessness. Substance abuse was more frequently self-reported to be a disabling condition among clients of the Adams St. and Camp Hope Encampments, more than physical or mental conditions.

In a March 2024 letter addressed to Mayor Brown, Spokane City Council, Spokane County Commissioners, Spokane Regional Health Officer Dr. Velazquez, Spokane Tribal Chair Woman Tonasket and Governor Inslee, members of the Experience Matters Leadership Team say the impact of fentanyl-related incidents has "reached a critical level, necessitating, urgent and comprehensive intervention," adding the crisis has had a disproportionate impact on people of color and those who are homeless.

Permanent Supportive Housing

It is often a difficult adjustment to be in housing after experiencing homelessness. It is a huge challenge to get people into housing, but it is also a challenge to help people remain housed. Community advocates said there are not enough supportive services and too few case managers to meet the need, and that more permanent supportive housing is needed.

Disparities in Adverse Childhood Experiences (ACES)

BIPOC people are disproportionately removed from families and placed in foster care. In turn, youth who age out of foster care often become homeless. Community advocates, however, say that older adults experiencing homelessness are not often asked if they were in foster care as children. They suggest that using surveys or other polling methods could be a way to document the incidence of foster care and other ACES among the adult homeless, to develop social supports for children and youth today before they become homeless.

More Elderly Houseless

Community organization representative interviewed report seeing more elderly people needing homeless and services, often due to increased rents beyond their fixed incomes.

Homeless Planning

Community advocates working with houseless populations who were interviewed say there is a need for funding for a 5-year homeless plan and financial support for the Continuum of Care Board, made up of local government, service providers, stakeholders, and people who have experienced homelessness.

Racial Equity

Representation

BIPOC people need to be included in City and Regional Boards and Commissions. Recently, a draft Regional Homeless Authority plan did not have the support of key community organizations and coalitions, in part because of lack of representation of people with lived experience and homeless service providers on the Board. The plan's included focus on detention and public safety did not reflect the perspectives of impacted persons and stakeholders.

Race Equity Framework

Public and private policies and practices (including redlining, racialized zoning, segregation, predatory lending, urban renewal, disinvestment in BIPOC neighborhoods, and exclusions in the New Deal and the G.I. Bill) have resulted in racial disparities which still impact equitable housing access today. This can be seen in demographic patterns in neighborhoods, the large gap in homeownership rates between white households and households of color, lower mortgage lending origination and higher denial rates, and devaluation of housing in neighborhoods with more BIPOC people. To rectify such inequities, the City should use a racial equity analysis to examine its policies, programs, and practices to identify racial disparities and uncover systemic biases, and then use race-neutral metrics, such as poverty rates and percentages of area median income, to design equitable programs. Policies and practices should not discriminate against any group but should create opportunities for historically marginalized communities. In employing a racial equity framework, the City should look at whether racial groups are excluded from participation in projects or services, and if so, try to discern the reasons. Then, deploy strategies

to address the causes, using race neutral policies that will increase participation of people historically or currently marginalized in housing. Finally, data should be collected and reviewed to determine whether public contracts or public benefits are awarded in an inclusive, nondiscriminatory manner. Other cities and public institutions in Washington have adopted race equity toolkits and analysis tools. It is recommended that Spokane adopt such a tool.

Discrimination or Violations of Civil Rights Law Related to Housing or Access to Community Assets Based on Protected Class

Administrative Fair Housing Complaints Filed with HUD and/or WSHRC

Complaint data for Spokane was obtained from HUD and the Washington State Human Rights Commission. Between 7/1/19 and 3/31/24 at least 62 complaints filed with HUD and / or the WSHRC originated in Spokane:

- Disability-based housing discrimination complaints were the most common basis for filing a complaint (71%). 33 complaints based on disability alone were filed. An additional 11 complaints alleged disability as the primary basis of discrimination, with one or more secondary protected classes (race, sex, familial status, or retaliation).
- Familial Status complaints - 12% of complaints
- Sex and Sexual Orientation & Gender Identity – 11% complaints
- Race complaints - 5% of complaints
- National Origin complaints - 3% of complaints
- Marital status – 1.6% of complaints

In addition to complaints that are referred to HUD or the WSHRC for formal investigation, NWHFA receives over 1500 intakes per year, and opens on average 150 cases in-house with fair housing allegations for investigation, advocacy, and often informal resolution with housing providers (e.g., requests for reasonable accommodations, etc.).

Spokane Human Rights Ordinance – Title 18

The Spokane Human Rights Ordinance does not provide a private cause of action. The commission of an act of discrimination as defined in Title 18 is punishable as a Class 1 civil infraction. Due to the enactment of source of income protections in the WA Residential Landlord Tenant Act effective January 2019, most complainants of source of income discrimination file complaints in Court under the WA RLTA, rather than with the City under Title 18, due to the possibility of recovering damages under the RLTA.

Community Engagement

Summary of Citizen Participation Process and Consultation Process

Spokane has adopted a Citizen Participation Plan⁵. With respect to fair housing, the Plan provides:

DEVELOPMENT OF THE CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING (AFH)

...

Citizens are encouraged to actively engage in the development of each Consolidated Plan and Assessment of Fair Housing Plan (AFH). Both plans are intended to guide current and future efforts that will benefit the Spokane community. Participation is not limited to any one group or organization. All citizens have the opportunity to provide meaningful feedback that leads to Plans inclusive of all Spokane residents. **30-day public comment periods and a public hearing are required** for Consolidated Plans and **Assessments of Fair Housing**.

Data for Public Review and Comment

CHHS will make information available when developing the Consolidated Plan and Assessment of Fair Housing. Citizens will be given an opportunity to review the Plans via the CHHS website (<https://my.spokanecity.org/chhs/>). Citizens will also have opportunities to comment prior to adoption of the Consolidated Plan and AFH by attending CHHS Board and other related meetings.

Publishing the Consolidated Plan and Assessment of Fair Housing

CHHS will make available draft copies of the Consolidated Plan and AFH on the City's website for review and comment prior to adoption by the City Council. Citizens are encouraged to participate in public outreach efforts and provide public comment related to each draft plan. **Public notice will be provided in the local newspaper legal ads.** Other types of public notice may include the City newsletter, CHHS website, and communication with 29 neighborhood councils through the Community Assembly. Hard copies will be made available upon request to CHHS.

PUBLIC MEETINGS

Citizens are encouraged to attend CHHS Board meetings held on the first Wednesday of every month (beginning annually in February) from 4 to 6 PM (Spokane City Hall: City Council Briefing Center with virtual, hybrid meeting options). The Board allows for public comment on items relevant to the CHHS Board during the first ten (10) minutes of each meeting.

CHHS will hold all public meetings in public locations within the City of Spokane. Consideration will be given to locations meeting ADA accessibility requirements, namely Spokane City Hall and Community Centers (Northeast, West Central and East Central).

PUBLIC HEARINGS

CHHS will host no less than two separate Public Hearings with the CHHS Board during each calendar year. The first public hearing will occur prior to the submission of the Consolidated Plan, AFH Plan, Annual Action Plan, and substantial amendments for prior years' Plans. Public hearings will typically take place during the spring and fall.

⁵ <https://static.spokanecity.org/documents/chhs/plans-reports/planning/2024-citizen-participation-plan.pdf>

The CHHS Board will host **Public Hearings allowing for formal public comment periods. Public Hearings will be held for Consolidated Plans, Assessments of Fair Housing, Annual Action Plans, Substantial Amendments to Prior Years' Plans and Consolidated Annual Performance and Evaluation Report (CAPER).**

Public Hearings are generally held at Spokane City Hall. **CHHS will publish a legal notice announcing each public hearing and comment period in the Spokesman Review at a minimum.** CHHS will accept all public comments and summarize them in the Plans.

Citizens have a third opportunity to provide public comment at the City Council meeting where each Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing is briefed. Citizens will have an opportunity to provide public comment during the initial briefing and again prior to the final City Council vote. CHHS will take all public comments offered to the City Council into consideration.

Community Surveys

Community surveys were designed and distributed to seek information on the knowledge of fair housing laws, resources, and enforcement processes, and community exposure to and perceptions about the frequency of housing discrimination among the public.

Two surveys were designed, one for housing providers (current and former housing providers, including property managers, landlords, real estate brokers, and mortgage lenders and originators, and their advocates (landlord associations and landlord attorneys)) (41 questions), and one for housing consumers and their advocates (including current and former tenants, transitional housing residents, homebuyers / owners, home mortgage borrowers, healthcare providers, tenant advocates, housing counselors, and social service providers) (38 questions).

Surveys were translated to **Spanish, Russian, Vietnamese, Arabic, and Marshallese.** Distribution of the surveys began on 3/8/24 with a return deadline of 4/7/24, although surveys were accepted and reviewed until 4/11/24. On 3/11/24 the City Community Services, Housing and Community Development Department distributed survey links to over 500 email addresses on its email distribution lists. Links to the surveys were posted on NWFHA's website, Twitter account and Facebook Page on 3/8/24, 3/11/24, 3/15/24, and 3/18/24. NWFHA sent 7069 emails containing links to the surveys on 3/8/24, 3/11/24, 3/15/24, and 3/18/24, including but not limited to representatives, employees, and affiliates of organizations owned, led by, or serving protected class populations, including people with disabilities, immigrants, refugees, families with children, veterans, black, indigenous, and other people of color, LGBTQIA2S+; and real estate brokers, property managers, landlords, mortgage lenders and brokers, and shelter, transitional, and permanent supportive housing providers.

Survey Participants

236 surveys were completed (215 housing consumer / advocate surveys (213 English, 1 Russian, and 1 Spanish), and 21 housing provider surveys). Fewer people completed the housing provider survey, but several housing providers took the Housing Consumer survey based on self-identification and narrative comments. At least one self-reported tenant advocate took the Housing Provider survey. Accordingly, where questions were identical in the two surveys, the results have been reported in combination.

All comments were accepted and taken into consideration. See survey summaries in **Appendix C** which include all comments. Summary of survey responders:

- The majority reside in the City of Spokane (74.8% of all responders), 18.4% reside in other cities and towns in the County, 5.1% in unincorporated Spokane County, 1.7% in Washington but outside the County, and 1.3% outside of Washington State.
- 79.4% of all responders were White non-Hispanic, 3.4% were Black or African American, 3.9% Native American or Alaskan Native, 6.9% 2 or more races, 1.3% Asian, 9.5% Hispanic or Latino, .4% Native Hawaiian or Other Pacific Islander, and 2.1% selected Other Race.
- 34% of all responders reported they have a disability
- 30% have children in the household
- 61.5% of responders were female assigned at birth, 26.8% were male assigned at birth, 1.3% were transgender (2 male and 1 female), 3.9% were gender-non-conforming, 1 bi-gender, 1 intersex, and 7.6% selected "Other". Narrative comments for "Other" included people identifying as non-binary (2), 2-spirit (1), male (1), female (2), agender/genderqueer/non-binary (1), and some who stated they did not wish to disclose.
- 68.7% of all responders were heterosexual, 13% bisexual, 7.8% gay or lesbian, 4.3% as pansexual, and 2.6% asexual; 4.8% selected other, and reported they were queer (2) or stated they did not wish to disclose.
- 74.5% of survey responders had annual household income above \$56,200. 2.6% reported income of \$12,000 or less. 2% had \$12,000 - \$18,000. 3% had \$18,000 - \$22,500. 4% had \$22,500 - \$29,960. 7.4% had \$29,960 - \$37,450. 21% had \$37,450 - \$56,200. 18% had \$75,000 - \$103,400. 23.4% reported income of \$103,400 or more
- 65.6% of housing consumer / advocate responders owned or were purchasing their home; 30% rent or lease, and 2.8% were temporarily staying with friends or family.
- 31.5% of housing consumer / advocates identified themselves as tenants; 56.8% as homebuyers or owners, 9% as mortgage borrowers; 7% as tenant advocates, 14.6% as social service providers, 3.3% as housing counselors, 2% as healthcare providers, and 1% as tenant attorneys. In narrative responses, responders also identified themselves as landlords, a student, a realtor, an owner of a property management co., city staff, a former tenant, a volunteer with community court, a former Housing Specialist, a statewide organizer for housing justice, and a friend of people in temporary housing.
- Housing provider / advocate survey responders who own, manage, or provide services at dwelling units were represented at the following unit levels: 11.1% selected 1 unit; 5.6% (2 to 3 units), 5.6% (4 units); 11.1% (5-9), 5.6% (21-30), 5.6% (51-75), 27.8% (201+), and 1 reported 40+ scattered site outreach.
- Housing provider / advocate survey responders reported owning, managing, or providing services at rental units in Spokane (87.5%) other cities or towns in Spokane County (37.5%), unincorporated Spokane County (18.8%), cities in WA outside Spokane County (18.8%); and outside WA (6.3%).

Stakeholder Interviews

Interviews were conducted with individuals employed or affiliated with organizations with membership or missions focused on protected classes and housing, as well as a representative for a rental housing association. Requests for interviews were sent by email beginning on 1/25/24⁶ to these and several other individuals. Broadly distributed email notices for the surveys and public meetings also advised recipients that they could request to be interviewed. Interviews were conducted with 7 individuals who responded and agreed to be interviewed.⁷

Public Meetings

On 3/6/24, 4/3/24, and 5/1/24, NWFHA staff made presentations about the Fair Housing Plan development process, timeline, and updates to the Community, Housing & Human Services Board during its regular meetings. The meetings were noticed on the City website, open to the public, and conducted virtually via Zoom and in-person.

Two additional public meetings were held at various accessible locations and different times to provide opportunity for members of protected class groups and underserved communities, and local community leaders (including but not limited to advocates, community-based organizations, healthcare professionals, and other service providers such as social workers and case managers), opportunities to receive information about and provide input on fair housing planning. Those engaged in providing housing (real estate brokers, property managers, landlords, and public housing authority staff) were also invited to attend.

Public meetings were conducted on 4/2/24 (6 to 7:30 pm at the Northeast Community Center, 4001 N Cook St, Spokane, WA 99207), and on 4/4/24 (12:00pm to 1:30 pm at The Hive, Spokane Public Library, 2904 E Sprague Ave., Spokane, 99202). Both meetings were attended in-person and virtually via Zoom. 29 people registered to attend the 4/2/24 meeting via Zoom; 46 registered to attend the 4/4/24 meeting via Zoom). 19 people attended in person (4 for the NE Community Center and 15 for the Hive); and 39 attended virtually via Zoom (9 on 4/2/24 and 30 on 4/4/24), for a total of 58 attendees. Attendees had affiliations or employment with the City of Spokane, Spokane Regional Health District, Rental Housing Association of WA, Help4women, NW

⁶ Interview invitations were emailed to the following: WA Low Income Housing Alliance, Tenants Union of WA – Spokane, Spokane Low Income Housing Consortium, Parkview Services, Disability Rights Washington, Spokane NAACP, Spectrum Center Spokane, Spokane Housing Authority, The Arc of Spokane, Latinos En Spokane, Asians for Collective Liberation in Spokane, Habitat for Humanity Spokane (Advancing Black Homeownership Program Manager), Jewels Helping Hands, Spokane Human Rights Commission, Spokane Office of Civil Rights, Equity, and Inclusion, American Indian Center, and Futurewise – Spokane.

⁷ Duaa-Rahemaah Hunter, Spokane resident and Statewide Organizer for the Resident Action Project, WA Low Income Housing Alliance – 3/28/24; Ami Manning, Spokane resident, R-O-W Project Housing Director, Spokane Low Income Housing Consortium, and Experience Matters Coalition Leadership Team – 3/29/24; Terri Anderson, Spokane resident and Interim Executive Director and Statewide Policy Director, Tenants Union of WA; Amber Abrahamson, Tenant Advocate and Community Outreach Coordinator; Tenants Union of WA; and Salvador Recinos, Counselor, Educator, and Advocate, Tenants Union of WA – Spokane - 3/29/24; Michelle Pappas, Spokane resident, Spokane Program Manager, Futurewise, and Experience Matters Coalition Leadership Team – 4/1/24; Daniel Klemme, Membership Development & Government Affairs, Rental Housing Association of Washington, and Founder and CEO of Housing Navigator - 4/12/24

Mediation Center, Frontier Behavioral Health, Catholic Charities of Eastern WA, Virginia Mason Franciscan Health, Northeast Youth & Family Services, Pathways, Spokane County, Spokane Workforce, Career Path Services, Transitions, Women's Hearth, Better Health Together, YWCA Spokane, Refugee and Immigrant Connections Spokane, CHAS, Goodwill Industries of the Inland NW, Wells Fargo, WA State Housing Finance Commission, NW Service Animal Alliance, WA Tenants Union, Spokane County Housing & Community Development, WA Low Income Housing Alliance/Resident Action Project, the Carl Maxey Center, Spokane Valley Community Advocates, League of Women Voters Spokane Area, as well as tenants and independent landlords.

A presentation was also made on 4/4/24 at the Carl Maxey Center, 3114 E 5th Ave, Spokane, 99202, to the WA Low Income Housing Alliance Resident Action Project monthly meeting, to 7 attendees (5 in-person and 2 attending virtually).

The draft Fair Housing Plan was made available on the City website for a 30-day public comment period from [REDACTED], 2024 to [REDACTED], 2024.

A public hearing before the CHH Board was held on [REDACTED], 2024 at [REDACTED]. There were [REDACTED] attendees and [REDACTED] people offered comments.

The Fair Housing Plan was approved by the CHHS Board on [REDACTED], 2024 during a regular public meeting on the consent agenda.

The Fair Housing Plan was approved by the City Council on [REDACTED], 2024.

Assessment of Past Goals, Actions and Strategies

Impediments To Fair Housing Identified in 2019

The most recent Analysis of Impediments (AI) for Spokane was prepared in 2019 and adopted by the Community, Housing, and Human Services (CHHS) Board on February 5, 2020.⁸ The 2019 AI identified the following impediments and recommended actions. Progress on recommendations since 2019 is noted under each impediment.

Impediment 1: Fair housing complaints based on disability discrimination are filed with administrative enforcement agencies at a significantly greater rate than any other protected class.

Recommended Actions:

- Provide fair housing education for housing providers about Fair Housing Act requirements for assessing and granting requests for reasonable accommodations and modifications.
- Provide advocacy for people with disabilities.

Progress:

- *Disability continues to be the most common basis for filing fair housing complaints in Spokane.*
- *NWFHA offers fair housing education for housing providers, free of charge if funding permits (primarily with HUD Fair Housing Initiative Program grants), or as fee for service trainings. However, training is voluntary and not required by the City of Spokane.*
- *NWFHA provides advocacy for people with disabilities as funding permits (primarily with HUD Fair Housing Initiative Program grants). However, requests for assistance often exceed available NFWHA resources.*

Impediment 2: People with disabilities have need for assistance requesting and advocating for reasonable accommodations.

Recommended Actions:

- Provide training and technical assistance to advocates who work with people with disabilities about how to request reasonable accommodations and verify disability and need for reasonable accommodations.

Progress:

- *NWFHA provides technical assistance and training for people who work with and advocate for people with disabilities as funding permits (primarily with HUD Fair Housing Initiative Program grants). However, this need is ongoing. There is often high turnover in staffing at under-resourced non-profit agencies, and especially during the coronavirus pandemic.*

Impediment 3: People of color and people with disabilities are more likely to be tenants than homeowners, and therefore at greater risk of housing instability and homelessness due to market forces (e.g., low vacancy rates, rising rents, and high cost of application and screening fees), and 20 day no cause tenancy termination.

⁸static.spokanecity.org/documents/chhs/plans-reports/planning/2020-analysis-of-impediments-to-fair-housing-choice.pdf

Recommended Actions:

- Adopt local ordinance protections that limit the reasons tenancies can be terminated, provide more notice to tenants of terminations, limit the amount of application, screening, and move-in fees that can be charged, and require increased notice prior to raising rent or limit rent increases to a certain percentage over a specific amount of time.

Progress:

- *None of the recommended actions have been enacted locally. The WA Residential Tenant Landlord Act was amended to require landlords to provide one of the enumerated good cause reasons for terminating month-to-month tenancies. The new law enumerates good cause reasons that a landlord can end the tenancy. Landlords can still end a tenancy at the end of a lease without cause if the initial rental term is between six months and one year and the tenant is given 60 days written notice.*
- *In 2024 legislation was introduced in the WA legislature that would have increased the notice time for rent increases; the bill passed the House but not the Senate. In April 2024 an ordinance was introduced in the Spokane City Council to increase the notice time for rent increases.*

Impediment 4: Source of income discrimination and housing provider refusal to accept housing subsidies limits housing choice for people with disabilities who rely on non-employment income such as SSI and SSDI, people with disabilities and people of color who are disproportionately represented in the section 8 voucher program, and veterans with disabilities who receive VASH vouchers.

Recommended Actions:

- Provide education for housing consumers and providers about source of income protections in the WA RLTA and SMC Title 18.
- Fund testing to support source of income discrimination complaints by rental applicants. Source of income is not a protected class in the Fair Housing Act, therefore HUD Fair Housing Initiative Program grants, which primarily fund the local fair housing organization, cannot be used to investigate or advocate for discrimination based on denial of section 8 vouchers.

Progress:

- *Source of income discrimination continues to be a frequent occurrence reported by survey participants, interviewees, public meeting attendees, and NWFHA intake.*
- *The City has not funded education or testing to support source of income discrimination complaints by rental applicants.*

Impediment 5: Overly broad criminal history screening policies limit access to housing for many rental applicants, and have a disparate impact on people color, who are statistically overrepresented among those who are criminal justice system involved.

Recommended Actions:

- Provide education for housing providers about the need for screening policies and procedures to comply with the Fair Housing Act.
- Adopt a “ban the box” ordinance that prohibits soliciting or considering older and less serious criminal history in rental applications.

Progress:

- *Criminal history screening continues to limit access to housing in Spokane, as identified by survey participants, interviewees, and NWFHA intake.*
- *No state or local legislation has been enacted which explicitly limits the type or time period of criminal history that can be considered for rental applicants.*

Impediment 6: People of color are overly represented in the homelessness population compared to their percentages in the overall Spokane population.

Progress:

- *Black and American Indian/Alaskan Native/Indigenous people were disproportionately represented in the 2023 Point-in-Time Count (7% and 8% respectively).*
- *Data collected under the WA State Dept. of Commerce Encampment Resolution Project (ERP), previously known as the State Right of Way (ROW) project in Spokane, WA, from agencies subcontracting under Empire Health Foundation on Spokane's ERP, reveals racial disparities among those served at Camp Hope and the Adams St Encampments. Like the PIT Count, Black and American Indian/Alaskan Native/Indigenous people were each more than 7% of total clients, double to triple their percentages in the overall Spokane population.*

Impediment 7: Multi-family housing continues to be built out of compliance with the Fair Housing Act's design and construction accessibility requirements

Recommended Actions:

- Provide fair housing design and construction training for developers, contractors, architects, engineers, and city planning and development personnel.

Progress:

- *Since 2019 NWFHA filed 2 complaints with HUD based on noncompliance with the Fair Housing Act's design and construction requirements in Spokane.*
- *Training for those involved in the design, construction, and development of multi-family housing is not required by the City of Spokane.*

Impediment 8: Single-family and low-density zoning limits the building of multi-family rental housing to areas of the city where people of color and those with disabilities, most often renters, are already concentrated, and limits opportunity to move to neighborhoods with the highest percentages of white residents, thereby serving to reinforce historic patterns of segregation.

Recommended Actions:

- Explore feasibility of amending land use and zoning ordinances to allow for more variety of housing units, including small and large multi-family housing buildings, in more residential zones.

Progress:

- *In July 2022 Spokane enacted an interim Building Opportunity and Choices for All (BOCA) ordinance to allow for immediate "Middle Housing" development while the City worked on making permanent Comprehensive Plan and Development Code changes. Permanent code changes (Building Opportunity for Housing (B.O.H.)) were approved by the City Council in November 2023. B.O.H. allows design standards for single-unit detached homes and Middle Housing developments, does not require parking for residential uses within ½ mile of a transit stop, has no lot density maximums for lots less than 2 acres in size, reduced lot size minimums,*

expanded the Unit Lot Subdivision process to allow for greater site flexibility, implemented footprint and impervious surface maximums, and increased building height and reduced front and rear setbacks for some zones.

- *On December 14, 2023, the City Council approved an emergency ordinance to limit the number of units in the R1 and R2 zones to 4 units. The ordinance limits the units on a temporary basis, while the state legislature and federal agencies work on further guidance and adjustments to recent state legislation to address federal lending and appraisal requirements. Upon completion of that guidance, future amendments to Title 17 SMC are anticipated to permanently address any conflicts with the recently passed middle housing regulations.*

Impediment 9: There are insufficient vacant affordable rental units in multi-family housing communities, which limits housing choice for renters, including people with disabilities and people of color who are more often renters than homeowners.

Recommended Actions:

- Increase incentives for affordable housing development, utilizing a variety of means, including community land trusts, tax credits, modification of land use regulations and permitting requirements, and sale of surplus city property at reduced-market value in exchange for guaranteed housing of low-income people.

Progress:

- *Section 17C.400.040 Pilot Center and Corridors Development Standards was extended to allow for the completion of additional work currently underway regarding Spokane’s Center and Corridors. Developments with at least 50% of the square footage dedicated to residential uses within a Center and Corridor designation may take advantage of development bonuses until June 18, 2024. SMC Sec. 17C.400.040. The bonuses are not tied to providing affordable housing however.*
- *In February 2023 the City adopted Ordinance C-36330, which established a residential rental registry and imposes a \$15 per unit per year fee. The fee can be waived for landlords offering below market cost rentals to low-income tenants by registering with the City’s affordable rental housing incentive program to be developed by CHHS.*

Impediment 10: People with limited English proficiency need fair housing information provided in Spanish, Russian, Marshallese, Vietnamese and Arabic.

Recommended Actions:

- Provide translation of existing HUD and locally developed fair housing brochures, public service announcements, and websites.

Progress:

- *These 5 languages continue to be needed, as identified by survey participants, with the addition of Ukrainian.*

The 2019 AI also identified the following significant issues for housing choice in Spokane:

A significant issue is defined in the 2019 AI as a barrier that is beyond the reach of traditional fair housing law, but nonetheless restricts housing choice and contributes to the social and economic isolation of protected classes as well as low-income people. The 2019 AI identified the following significant issues:

1. Need for property maintenance code and enforcement of minimum habitability and quality standards in the private rental market
 - **Progress:** *Ordinance C-36366 was passed in February 2023 which requires landlords or property managers to self-inspect the unit(s) before renting them out, certify in a lease that they have performed the inspections and that their property complies with all the building codes, habitability requirements, and other relevant codes preexisting the City and State codes; requires landlords or property managers to make all the necessary repairs to keep the unit in habitable condition as regulated by the City and State codes; requires landlords or property managers to maintain all move-in and move-out inspection records for at least three years; requires landlords, owners, or property managers to disclose to tenants history of mold, methamphetamine manufacturing on the premises.*
2. Need for universal rental screening report accessible to and accepted by all landlords, for one application fee for tenants
 - **Progress:** *In March 2023 Spokane adopted an Ordinance to develop a portable background and credit check program, which would provide background and credit checks that would be paid for by the tenant and valid for 90 days. SMC 10.57.80. A housing provider is not required to accept this background and credit check and can require a different one.*
3. Low Environmental Health Indexes (high exposure to environmental health toxins) in Spokane across all races and incomes
4. High Job Proximity Index for people of color in Spokane, but low Labor Market Engagement Index, meaning close proximity to jobs but low job engagement
5. Desire from housing providers for more coaching support for tenants with little prior rental experience placed in housing by agency programs and subsidies

Jurisdictional Background

The City of Spokane is located in Eastern Washington on land inhabited for centuries by Upper, Middle, and Lower bands of the Spokane Tribe of Indians, an Interior Salish Group, who, along with The Kalispell and Coeur d'Alene Tribes utilized the Spokane River for fishing and encampments. In January 1881, President Rutherford B. Hayes declared the Spokane Indian Reservation the new and smaller home of the Spokane Indians and the three bands were split up among what are now known as the Coeur d'Alene Indian Reservation, the Flathead Indian Reservation, and the Colville Indian Reservation. In November 1881, the Town of Spokane Falls was incorporated.

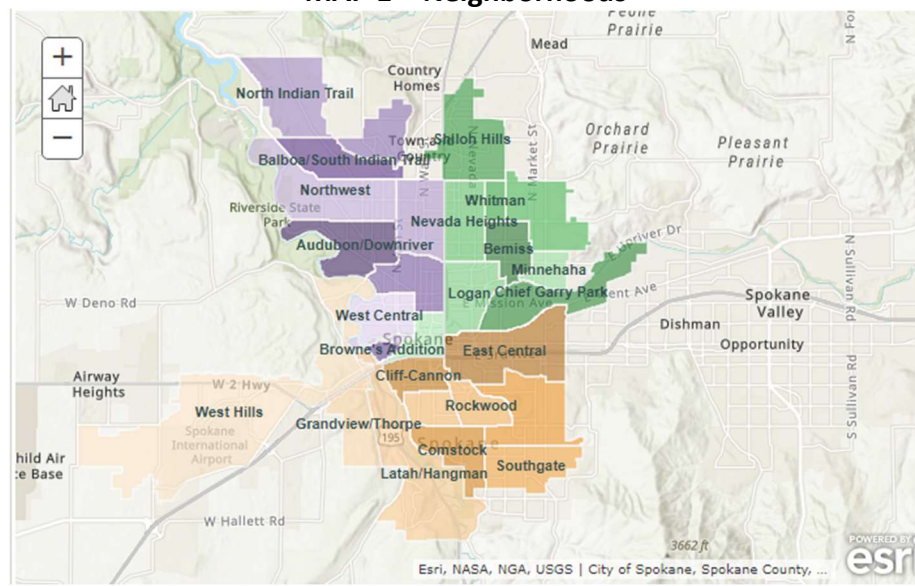
Spokane has an estimated population of 230,160 (US Census Bureau, Est., July 1, 2022). Spokane is the second largest city in Washington State, and the largest city between Seattle, Washington and Minneapolis-St. Paul, Minnesota. Spokane is a major metropolitan center for the Inland Northwest. Spokane offers some of the most modern facilities in the Northwest region including specialized hospitals and several colleges and universities in and nearby: Spokane Community Colleges, Whitworth College, Gonzaga University, Eastern Washington University, and Washington State University.

Spokane Neighborhoods:

Spokane includes the following neighborhoods:

- District 1 Neighborhood Councils: Bemiss, Chief Garry Park, East Central, Hillyard, Logan, Minnehaha, Nevada Heights, Shiloh Hills, and Whitman
- District 2 Neighborhood Councils: Browne's Addition, Cliff/Cannon, Comstock, East Central, Grandview/Thorpe, Latah/Hangman, Lincoln Heights, Manito/Cannon Hill, Peaceful Valley, Rockwood, Southgate, Riverside, and West Hills
- District 3 Neighborhood Councils: Audubon/Downriver, Balboa/South Indian Trail, Emerson/Garfield, Five Mile Prairie, North Hill, North Indian Trail, Northwest, and West Central

MAP 1 – Neighborhoods



Source: <https://my.spokanecity.org/opendata/gis/neighborhoods/>

Fair Housing Analysis

Demographics

Total Population:

The City of Spokane has an estimated population of 230,160 (US Census Bureau, Est., July 1, 2022). Spokane’s population increased by 21,244 people from 2010 to 2022, a change of 10.2%. However, the rate of growth has been less than that of the County and State.

LOCATION	CENSUS				CHANGE 2000-10	CHANGE 2010-20	2022 ESTIMATE	CHANGE 2020-22
	1	2000	2010	2020				
Spokane	177,165	195,629	208,916	228,989	6.8%	9.6%	230,160	.5%
Spokane Co.	361,333	417,939	471,221	539,339	12.7%	14.5%	549,690	1.9%
Inc.	195,890	218,920	335,124					
Uninc.	165,443	199,019	136,097					
WA	4,866,659	5,894,121	6,724,540	7,705,281	14%	14.6%	7,784,477	1%

Source: US Census; OFM population estimates

Demographics By Protected Class

Race and Ethnicity

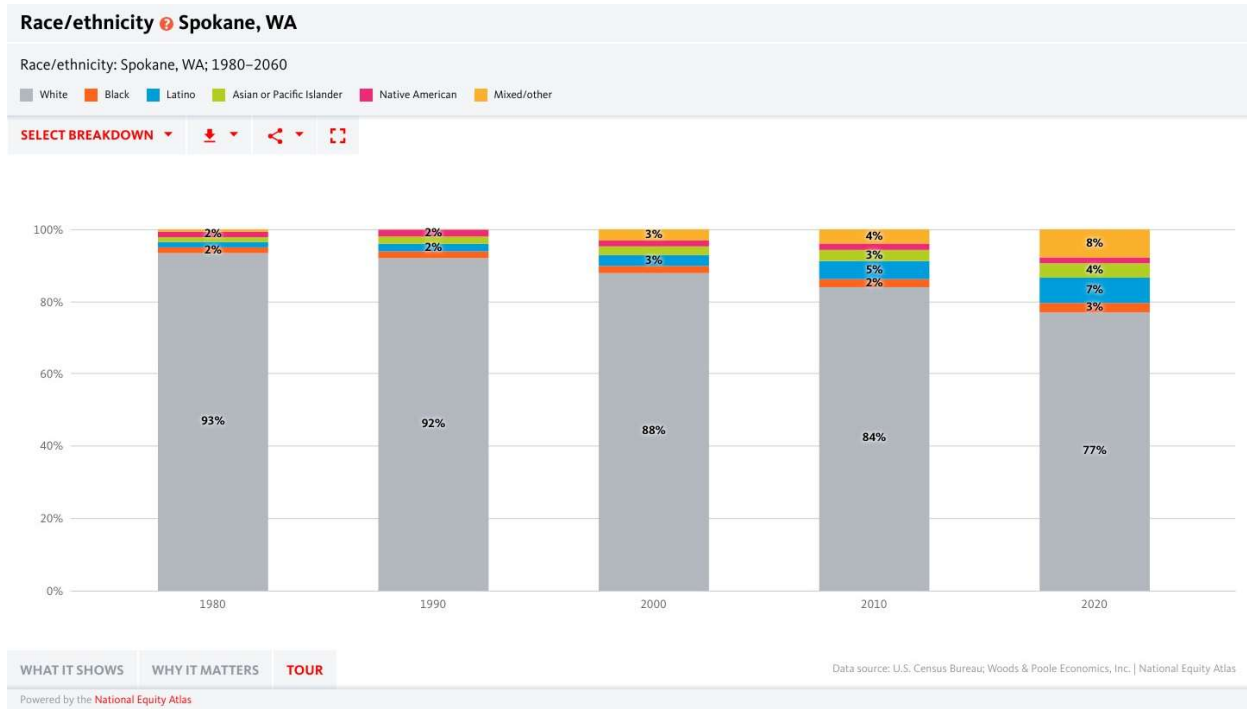
The population of Spokane is predominantly white, non-Hispanic; however, it is slightly more diverse than the rest of the county. Out of the total City population, 79.3% are white, 7% are Hispanic, 2.8% are Asian, 2.7% are black or African American, 1.9% are American Indian or Alaskan Native, 1.2% are Native Hawaiian or Other Pacific Islanders, and 2.4% identify as another race. 9.7% report as two or more races. Table 2.

The white non-Hispanic population in Spokane has been gradually decreasing, from 87.5% in 2000 to 77% in 2020 (Table 2). See also Graphic 1. During this time, all other races increased, and “Hispanic or Latino”, “some other race alone”, and “two or more races” more than doubled.

RACE / ETHNICITY	SPOKANE			COUNTY			WA		
	2000	2010	2020	2000	2010	2020	2000	2010	2020
Race									
White	89.1	86.7	79.3	91.2	89.2	82.1	84.9	77.3	66.6
Black/African American alone	2	2.3	2.7	1.5	1.7	2	3.3	3.6	4
Alaska Native & American Indian	1.8	2	1.9	1.4	1.5	1.5	1.6	1.5	1.6
Asian alone	2.2	2.6	2.8	1.8	2.1	2.3	5.7	7.2	9.5
Native Hawaii & Pacific Islander	.2	.6	1.2	.1	.4	.8	.4	.6	.8
Some other Race	.8	1.3	2.4	.8	1.2	2.2	4	5.2	6.7
Two or more races	3.9	4.6	9.7	3.1	3.8	9	3.8	4.7	10.9
Ethnicity									
Hispanic or Latino	2.9	5	7	2.7	4.5	6.6	7.5	11.2	13.8
Non-Hispanic	97.1	95	93	97.3	95.5	93.4	92.5	88.8	86.3
Race/ethnicity combined									
Minority*	12.5	16	23	10.3	13.3	20	21.1	27.5	36.2
White non-Hispanic alone	87.5	84	77	89.7	86.7	80	78.9	72.5	63.8

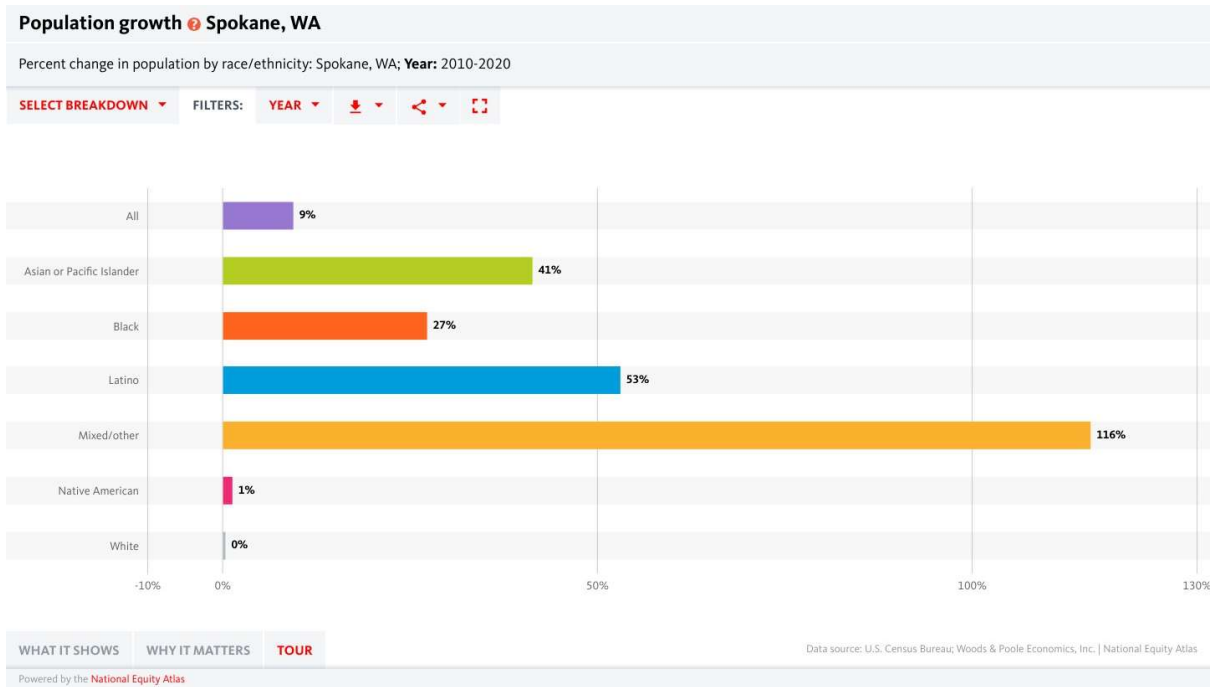
*Hispanic and/or race other than white alone non-Hispanic. Source: US Census

Graphic 1 - Source: National Equity Atlas



Between 2010 and 2020, the white population had 0% growth, while people of mixed race grew by 116%, Latinos by 53%, Asian and Pacific Islanders by 41%, and Black people by 41%.

Graphic 2: Source: National Equity Atlas



Black and African Americans

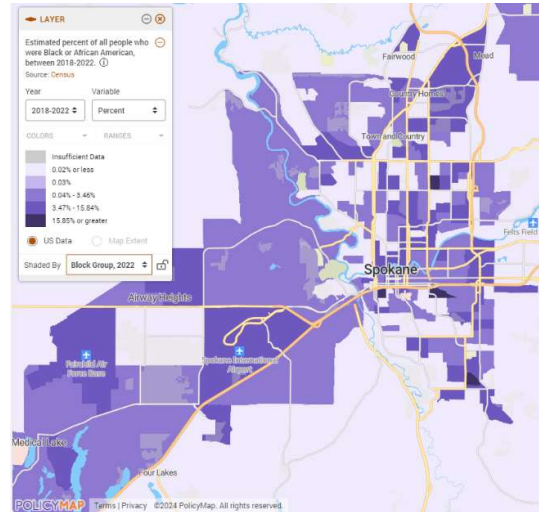
People who are Black and African American alone (without another race) are 2.7% of the Spokane population, a slightly higher percentage than the County of Spokane (2%). Table 2.

Black and African Americans have the highest populations in block groups:

- 530630031001 (16.2%)
- 530630003022 (16.5%)
- 530630050001 (23.8%)
- 530630040011 (26.8%)

MAP 2 – Spokane – Black or African American Population 2018-2022:

Source: <https://www.policymap.com/newmaps#/>



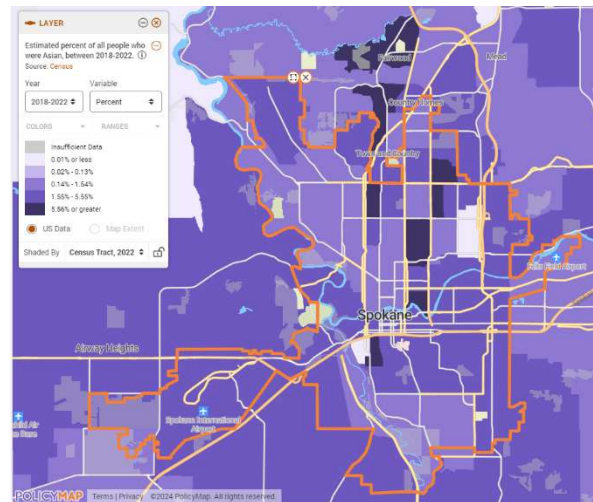
Asian Populations

2.8% of Spokane residents are Asian. The darkest areas on Map 3 have the highest concentrations of Asian people. Six census tracts have Asian populations above 6%:

- 53063001400 (7.7%)
- 53063000302 (7.1%)
- 53063011204 (8.6%)
- 53063000600 (6.2%)
- 53063002503 (8.8%)
- 53063004001 (6.3%)

MAP 3 – Asian Population – 2018 - 2022

Source: <https://www.policymap.com/newmaps#/>



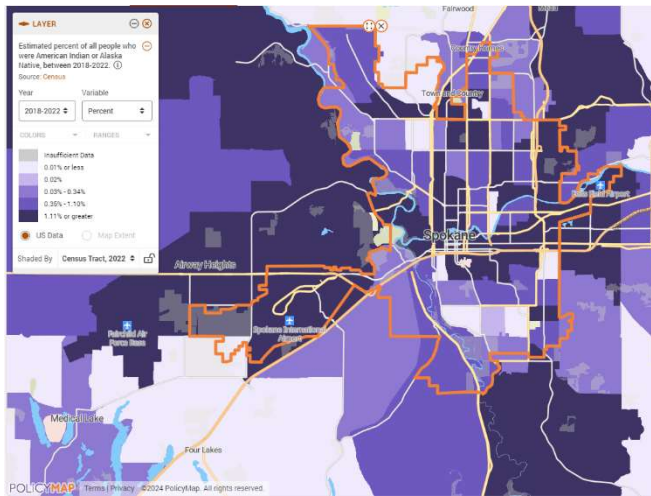
American Indian and Alaska Native – Indigenous Populations

Nearly 2% of the Spokane population are indigenous. Table 3.

Table 3 - Estimated percent of all people who were American Indian or Alaska Native - 2020				
	Spokane Co.	Spokane	WA	USA
% American Indian or Alaskan Native Pop.	1.5%	1.9%	1.58%	1.12%

Source: <https://www.policymap.com/tables>

The darkest areas on Map 4 have the highest concentrations of American Indian and Alaska Native populations, including census tracts:

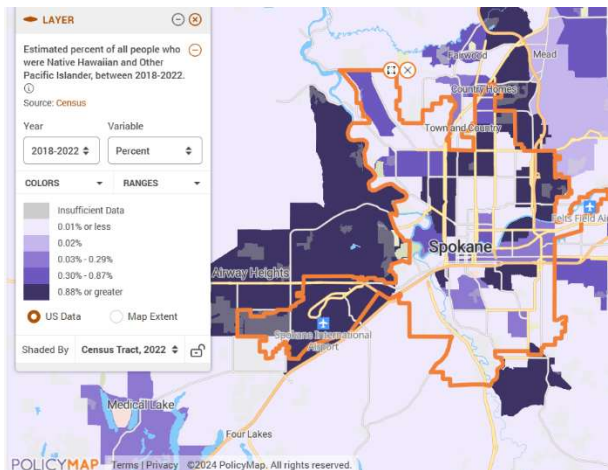


- 53063011103 (4%)
- 53063000400 (3%)
- 53063000202 (2.7%)
- 53063001900 (2.7%)
- 53063002000 (4.3%)
- 53063002400 (4.3%)
- 53063014500 (5.3%)
- 53063004701 (8.5%)
- 53063002300 (5%)
- 53063003601 (3.75%)

MAP 4 – American Indian and Alaka Native Population – 2018 - 2022

Source: <https://www.policymap.com/newmaps#/>

Native Hawaiian and Other Pacific Islanders



1.2% of Spokane residents are Native Hawaiian and Other Pacific Islanders. The darkest areas on Map 5 have the highest concentrations of Asian people.

Six census tracts have populations above 3%:

- 53063014400 (6%)
- 53063001600 (4.5%)
- 53063002100 (4.7%)
- 53063001200 (3%)
- 53063011103 (6%)
- 53063011104 (4%)

MAP 5 – Native Hawaiian and other Pacific Islanders – 2018 - 2022

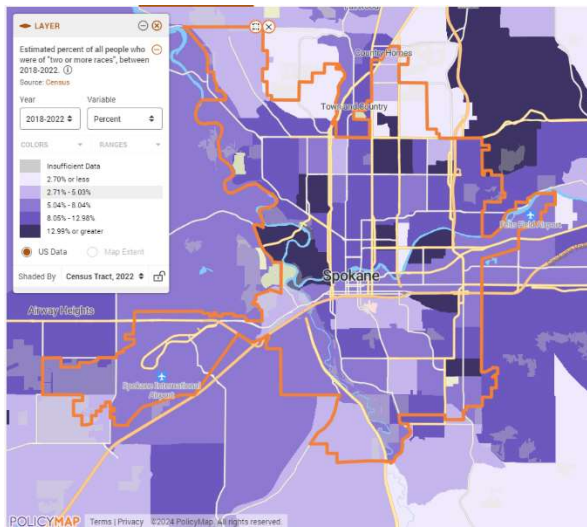
Source: <https://www.policymap.com/newmaps#/>

Two or More Races

People who identify as more than one race make up the largest non-white population in the Spokane (9.7%), well above any single non-white race. The rates have more than doubled in Spokane between 2000 and 2020. Table 4 and Map 6.

Table 4: Estimated percent of all people who were of "two or more races"				
Year	Spokane	Spokane County	WA	USA
2000	3.9%	3.1%	3.9%	2.6%
2010	4.6%	3.8%	4.7%	2.9%
2020	9.7%	9%	10.9%	10.2%

Source: <https://www.policymap.com/tables>



The highest percentages of people who are two or more races reside in census tracts:

- 53063002600 (16.7%)
- 53063003000 (18.5%)
- 53063004701 (14.4%)
- 53063002300 (13.9%)
- 53063001100 (22.1%)
- 53063000400 (15.7%)
- 53063000302 (20.9%)
- 53063000202 (14.6%)

MAP 6 – Spokane

Two or More Races Population (2018 – 2022)

Source: <https://www.policymap.com/newmaps/>

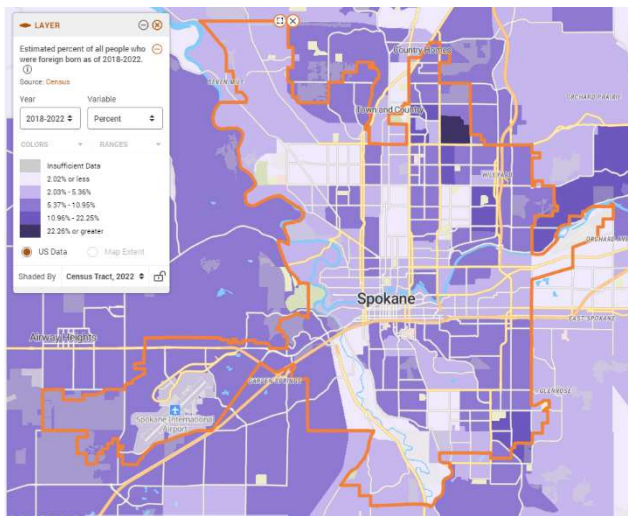
National Origin

Foreign Born Population

Almost six percent of the Spokane population are foreign born, a much lower rate than the State of Washington (14.87%). Table 5.

Table 5: Estimated percent of all people who were foreign born (2018-2022)		
Spokane	Spokane County	WA
5.8%	5.2%	14.9%

Source: <https://www.policymap.com/newmaps/>



The highest percentages of foreign-born people reside in census tracts:

- 53063011204 (25.3%)
- 53063004800 (14.3%)
- 53063011103 (11%)
- 53063001600 (11.4%)
- 53063000302 (12.6%)

MAP 7 – Spokane

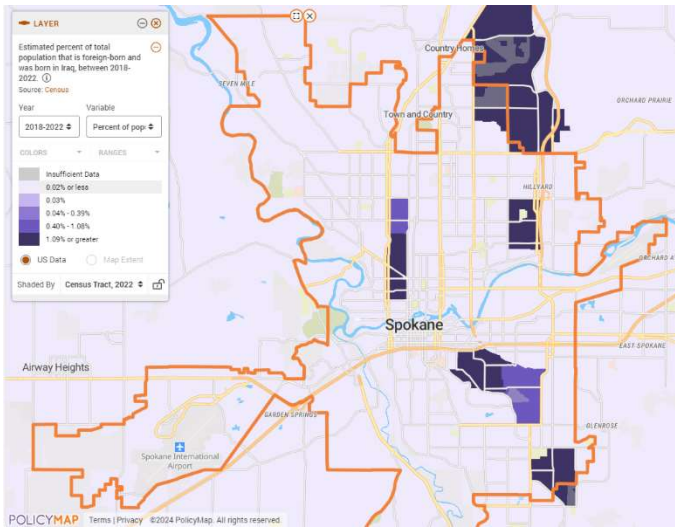
Foreign Born Population 2018 - 2022

Source: <https://www.policymap.com/newmaps/>

Of an estimated 13,198 foreign-born people in Spokane as of 2022, 24% were born in Europe, 45% in Asia, 7% in Africa, 7% in Oceania, 12% in Latin America, 9% in Central America, and 5% in North America. The most common countries of foreign birth in Spokane are Iraq (8%) and Mexico (8%), followed by Vietnam (6%), Philippines (5%), Ukraine (5%), Canada (5%), Russia (4%), China (4%), and Marshall Islands (4%).⁹ Appendix B, Table B-2.

Maps 8 - 15 depict 8 of the 9 most prevalent foreign-born population concentrations in Spokane, from Iraq, Mexico, Vietnam, Philippines, Ukraine, Russia, China, and Marshall Islands (People born in are not represented in maps).

⁹<https://data.census.gov/table/ACSDT5Y2022.B05006?t=Place%20of%20Birth&g=160XX00US5367000&tid=ACSDT5Y2021.B05006>

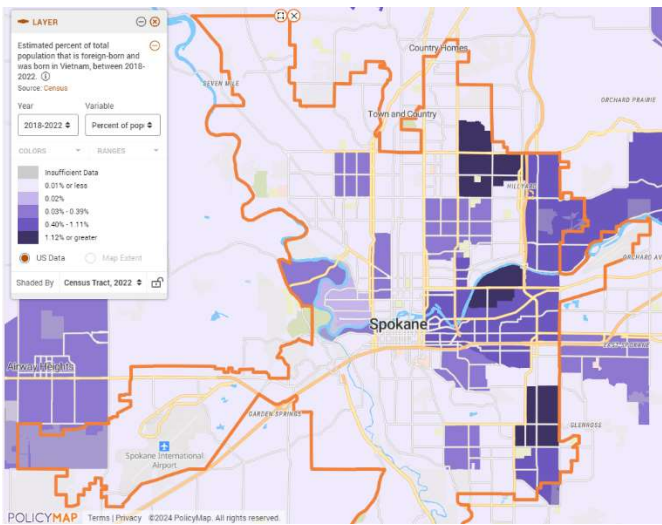


MAP 8
Estimated percent total pop. that is foreign-born and born in Iraq
2018-2022

The darkest areas have the highest concentrations people born in Iraq, including census tracts:

- 53063001600 (6% of the tract),
- 53063002000 (3.6%)
- 53063004800 (9.3%)
- 53063003100 (2.5%).

Source: <https://www.policymap.com/newmaps#/>

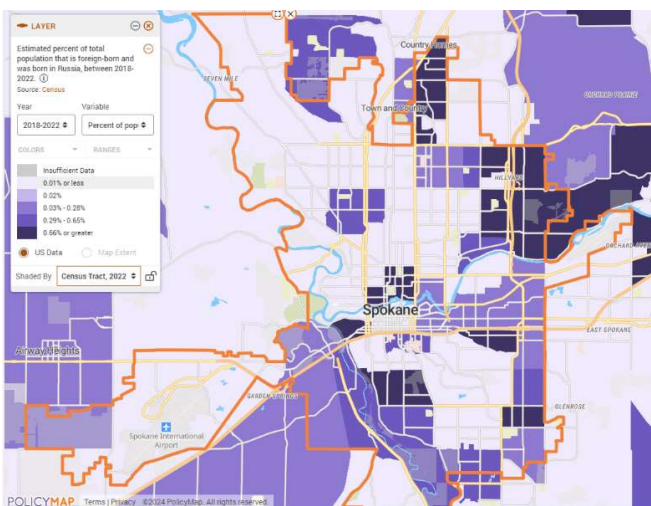


MAP 9
Estimated percent total pop. that is foreign-born and born in Vietnam (2018-2022)

The darkest areas have the highest concentrations people born in Vietnam, including census tracts:

- 53063000302 (4.67% of the tract)
- 53063000301 (3.6%)
- 53063002600 (1.3%)
- 53063011204 (2.5%)
- 53063004701 (2%)
- 53063004602 (1.9%)

Source: <https://www.policymap.com/newmaps#/>

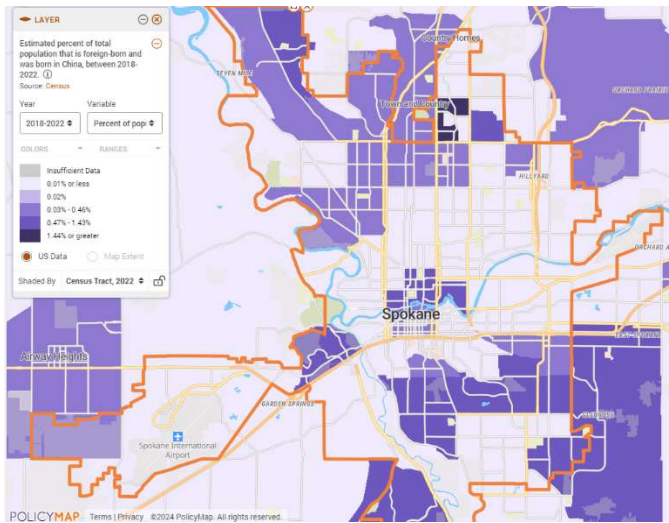


MAP 10
Estimated percent total pop. that is foreign-born and born in Russia
2018-2022

The darkest areas have the highest concentrations people born in Russia, including census tracts:

- 53063011102 (.7% of the tract)
- 53063001103 (3%)
- 53063000201 (.9%), 53063014400 (1.9%)
- 53063001600 (1%), 53063003500 (.8%)
- 53063003000 (.7%), 53063004200 (.7%)
- 53063003602 (2.8%), 53063004701 (.7%)

Source: <https://www.policymap.com/newmaps#/>



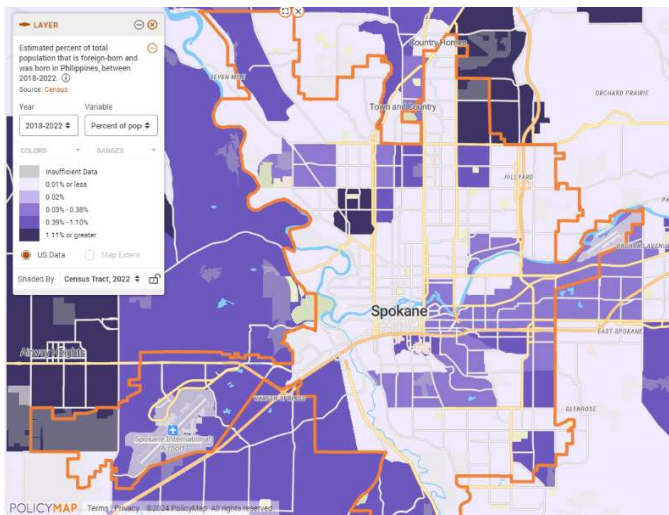
MAP 11

Estimated percent total pop. that is foreign-born and born in China 2018-2022

The darkest areas have the highest concentrations people born in China, including census tracts:

- 53063011103 (1.6% of the tract)
- 53063011204 (1.2%).

Source: <https://www.policymap.com/newmaps/>



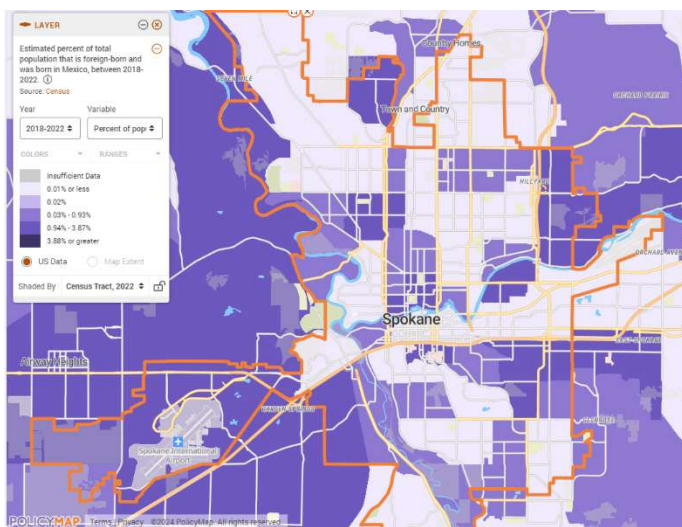
MAP 12

Estimated percent total pop. that is foreign-born and born in Philippines 2018-2022

The darkest areas have the highest concentrations people born in the Philippines, including census tracts:

- 530630111204 (4% of the tract)
- 53063001100 (1.2%).

Source: <https://www.policymap.com/newmaps/>



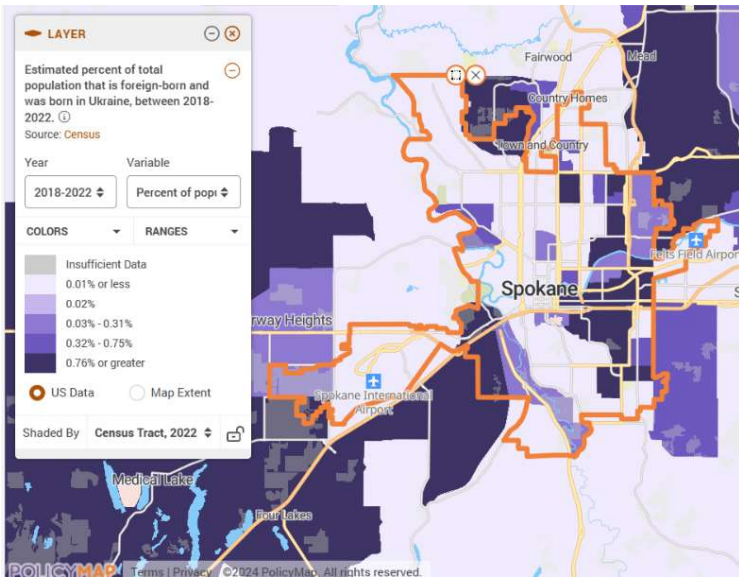
MAP 13

Estimated percent total pop. that is foreign-born and born in Mexico (2018-2022)

The darkest areas have the highest concentrations people born in Mexico, including census tracts:

- 53063010701(2.3% of the tract)
- 53063014400 (1.1%)
- 53063002600 (1.2%)
- 53063004601 (1.1%)
- 53063003000 (1.3%)
- 53063002900 (1%), 53063003200 (2.6%)

Source: <https://www.policymap.com/newmaps/>



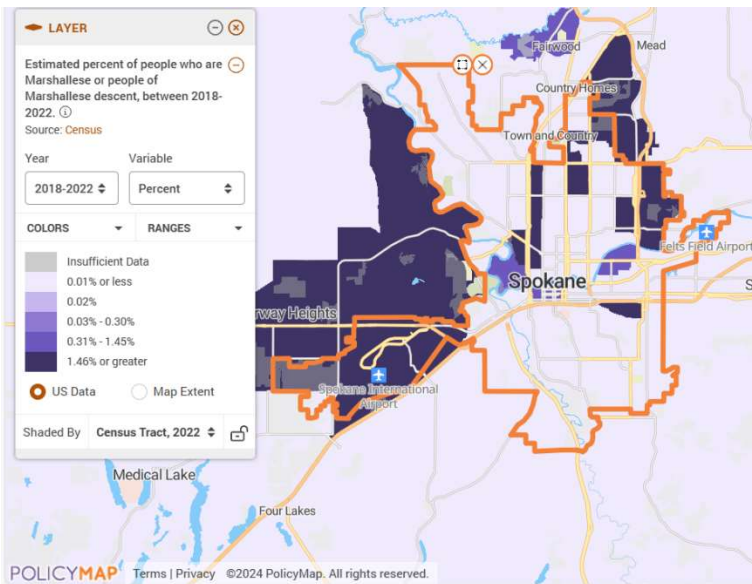
Source: <https://www.policymap.com/newmaps/>

MAP 14

Estimated percent total pop. that is foreign-born and born in **Ukraine** (2018-2022)

The darkest areas have the highest concentrations people born in the Ukraine, including census tracts:

- 53063004702 (1.7% of the tract)
- 53063003000 (1.4%)
- 53063014500 (1.6%)
- 53063003100 (1.1%)
- 53063001800 (2.4%)
- 53063000400 (1.9%)
- 53063000201 (1.9%)



Source: <https://www.policymap.com/newmaps/>

MAP 15

Estimated percent total pop. that is foreign-born and born in the **Marshall Islands** (2018-2022)

The darkest areas have the highest concentrations people born in the Ukraine, including census tracts:

- 53063002100 (3.6% of the tract)
- 53063003000 (2.7%)
- 53063001200 (2.3%)
- 53063002000 (2.2%),
- 53063000600 (2%)
- 53063000400 (1.8%)
- 53063011103 (5.4%)
- 53063001600 (2%)
- 53063014400 (5.4%)

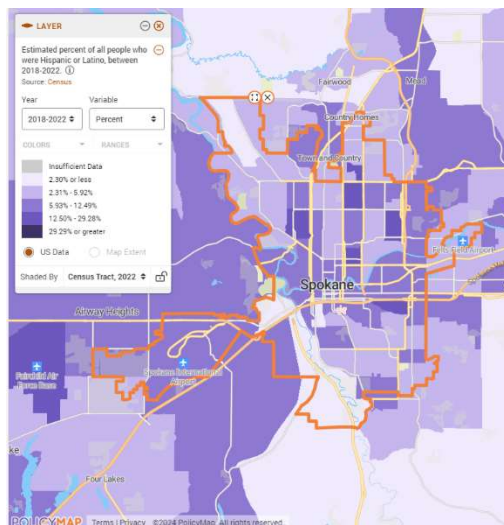
Hispanic / Latino Population

Seven percent of the Spokane population is Hispanic or Latino. Table 6 and Map 16.

Table 6: Percent of all people who are Hispanic or Latino				
Year	Spokane	Spokane Co.	WA	USA
2000	2.9%	2.7%	7.5%	12.5%
2010	5%	4.5%	11.2%	17.3%
2020	7%	6.6%	13.8%	18.7%

Source: <https://www.policymap.com/tables>

Map 16 shows the distribution of people of Hispanic or Latino national origin in Spokane.



MAP 16

Estimated percent of all people who were Hispanic or Latino, 2018-2022

The darkest areas have the highest concentrations who are Hispanic or Latino, including census tracts:

- 53063000400 (13.8% of the tract)
- 53063001100 (17.7%)
- 53063011104 (14.3%)
- 53063002501 (13%)
- 53063003000 (15.3%)

Source: <https://www.policymap.com/newmaps#/>

Limited English Proficiency and Language Needs

Of the overall Spokane population over age 5, at least 3.2% have limited English proficiency (LEP) and speak English less than “very well.” (ACS 2018 – 2022). 8.2% of the total Spokane population age five and over speaks a language other than English at home. Table 7. 2.6% speak Spanish, 2.6% speak other Indo-European languages, and 2.2% speak Asian and Pacific Islander languages.

Table 7 - Percent of Population 5 years and over who Speak a Language other than English			
Language	Spokane	Spokane Co.	WA
Spanish	2.6%	2.4%	8.5%
Other Indo-European Languages	2.6%	2.5%	4%
Asian & Pacific Islander Languages	2.2%	1.7%	6.1%
Other Languages	.8%	0.6%	1.3%
All non-English Languages	8.2%	7.2%	20%

Source: 2020 ACS 5-Year Estimates

Community survey participants identified the 5 top non-English languages needed for fair housing education as Spanish, Ukrainian, Russian, Marshallese, and Arabic, as well as sign-languages. Vietnamese and Farsi were also chosen as needed languages by 1 in 5 survey responders. Table 8.

Table 8 - What languages are most needed for fair housing education materials in Spokane?		
Language	No. Survey Responses	Percent of total responders
Spanish	168	76.7%
Ukrainian	140	63.9%
Russian	127	58.0%
Chinese	36	16.4%
Arabic	62	28.3%
Nepali	17	7.8%
Japanese	20	9.1%
Korean	25	11.4%
French	17	7.8%
Vietnamese	43	19.6%
Marshallese	112	51.1%
Laotian	24	11.0%
Hindi	22	10.0%
Swahili	34	15.5%
Farsi	43	19.6%
Pashto	24	11.0%
Dari	26	11.9%
Tagalog	27	12.3%
Sign Languages	77	35.2%

Language Access

In 2023 the City Council passed a directive to all departments to create and implement a language access plan (LAP) (ORD C36449 Sec. 1). SMC Sec. 18.11.030. Each LAP is to include elements to ensure Cultural and Linguistic Competency and Cultural Humility, and shall consist of both translation of written materials and interpretation of proceedings to “established languages” (a language spoken by individuals comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons residing in the City of Spokane. Established Languages may also include other languages as recommended by the Office of Civil Rights, Equity, and Inclusion and subsequently approved by the City Council by resolution.)

Language access is important to understand the rights and obligations of a being tenant. Housing providers that receive federal funds are also required to provide interpreting and translation of vital documents. However, the requirement generally only exists if there is a high enough population of speakers of a specific language. Further, housing providers that do not receive government funds are exempt from providing translation or interpreting services.

Survey participants and stakeholder interviewees identified the lack of interpreting and translation in housing transactions and documents such as leases, rules, notices, and unlawful detainer proceedings as a barrier to housing access and retention for people with limited English proficiency.

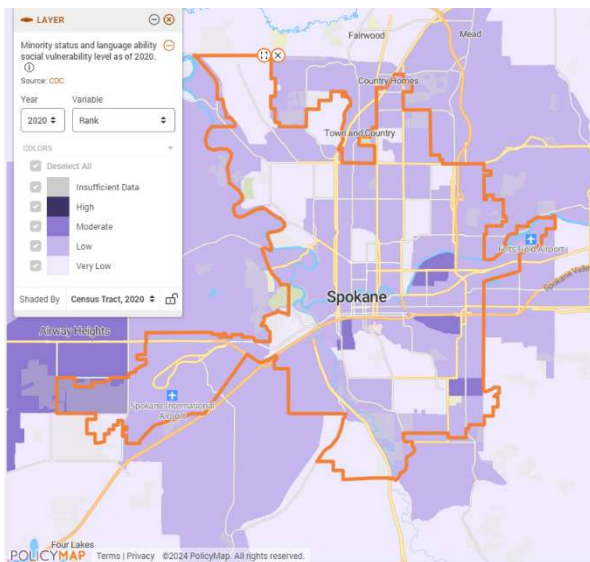
Tenant advocates shared anecdotes of translating for lease signing for a Spanish-speaking person who would otherwise not understand the rules regarding maintenance of the property, and a person who spoke Marshallese not understanding an Unlawful Detainer Summons in English and subsequent Writ of Execution after default. Other concerns shared were that people with limited English proficiency don't often receive assistance with translating and interpreting unless they have a community organization representative, people who do not speak English are often hung-up on, and there are not always interpreters for programs that provide rental assistance, or marketing for such programs in other languages needed by people who need to know about available assistance.

Survey Narrative Responses About Language Included:
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
Lack of interpreting and translation services
not having rental applications in other languages
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
No language translation for Marshallese and other tenants whose first language is not English.

Minority status and language ability social vulnerability level

Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather. The Geospatial Research, Analysis, and Services Program (GRASP) within the CDC created the Social Vulnerability Index (SVI) to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation.

The Minority status and language ability social vulnerability level is one of the four categories of indicators that contribute to the overall Social Vulnerability Index. It includes population that identifies as a race or ethnicity other than non-Hispanic White, and population over the age of 5 that speak English "less than well." This measure can be used to identify areas that may need targeted public outreach and information campaigns or interpretation services. Spokane has 4 census tracts (53063002600, 53063003000, 53063004001, & 53063004701) that have Moderate scores (on range of very low, low, moderate, or high). See Map 17.



Map 17
Minority status and language ability
social vulnerability level (2020)

Source: <https://www.policymap.com/newmaps/>

People with Disabilities

16.6% of the non-institutionalized population in Spokane has a disability, a higher percentage than the County or the State (15.6% of Spokane County and 13% WA State) (2018-2022). Table 9. However, disability rates vary significantly in 3 zip codes, with 99201 and 99202 having the highest rates, and 99203 the lowest in the City.

Spokane	Spokane County	WA	99201	99202	99203
16.6%	15.55%	13%	25.4%	20.8%	12.4%

Source: <https://www.policymap.com/newmaps#/>

Spokane residents have higher rates of disability compared to the County and the State of Washington at all ages, except children under five. Table 10. The likelihood of having a disability varies by age - from 6.4% of people under 18 years old, to 14.9% of people 18 to 64 years old, and 37% of those 65 and over.

AGE GROUP	SPOKANE	COUNTY	WA
Under 5 years	.2%	1%	.6%
Under 18 years	6.4%	6.2%	4.4%
18-64 years	14.9%	13.5%	10.7%
65 and over	37%	35.6%	33.9%

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

The most common types of disability in Spokane recorded by the US Census Department are independent living, cognitive, and ambulatory difficulties. (Table 11) 7.9% of the Spokane population has an ambulatory difficulty, which makes accessible housing especially important.

Type of Disability	SPOKANE – CITY	SPOKANE CO.	WA
Hearing Difficulty	4%	4.4%	3.9%
Vision Difficulty	2.8%	2.5%	2.2%
Cognitive Difficulty	8%	7%	5.6%
Ambulatory Difficulty	7.9%	7.5%	6.3%
Self-Care Difficulty	3.6%	3%	2.5%
Independent Living Difficulty	8.1%	7.2%	5.8%

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

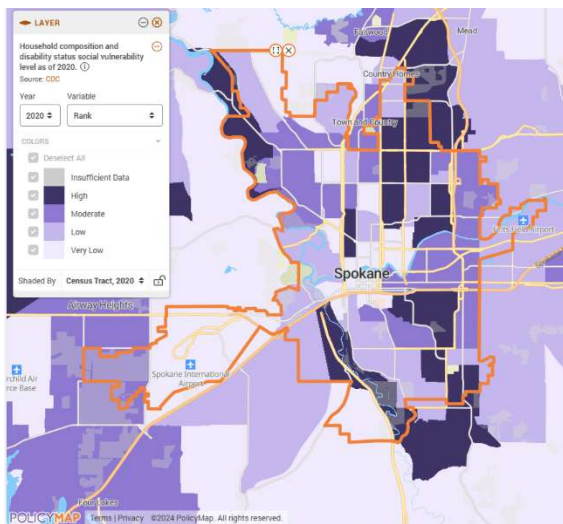
Household composition and disability status social vulnerability level

Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather. The Geospatial Research, Analysis, and Services Program (GRASP) within the CDC created the Social Vulnerability Index (SVI) to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is

comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation.

Household composition and disability status is one of 4 categories of indicators that contribute to the overall Social Vulnerability Index. It includes the population aged 65 or older, children aged 17 or younger, civilians with a disability, and single-parent households. This measure can be used to identify areas with high concentrations of people that may be physically susceptible to health challenges due to adverse conditions or may have specific needs for evacuations.

Spokane has 17 census tracts that rank High (range: very low, low, moderate, high) on the household composition and disability index. Map 18



Map 18
Household composition and disability status social vulnerability level (2020)

High Rank Census Tracts:

- 53063010601 53063004800
- 53063011103 53063003100
- 53063011104 53063001800
- 53063011204 53063004601
- 53063000400 53063003000
- 53063000302 53063001600
- 53063000301 53063002000
- 53063001400 53063004702
- 53063003900

Sex

Females are almost 2% more of the Spokane population than males. Spokane has a slightly higher percentage of females and lower percentage of males than the County or State.

Table 12 – Sex as Percentage of Total Population						
Location	2000		2010		2020	
	Male	Female	Male	Female	Male	Female
Spokane	48.1	51.9	47.1	52.7	49	50.8
Spokane Co.	49	51	49.2	50.8	49.6	50.4
Washington	49.8	50.2	49.8	50.2	50	50

Source: US Census

Age

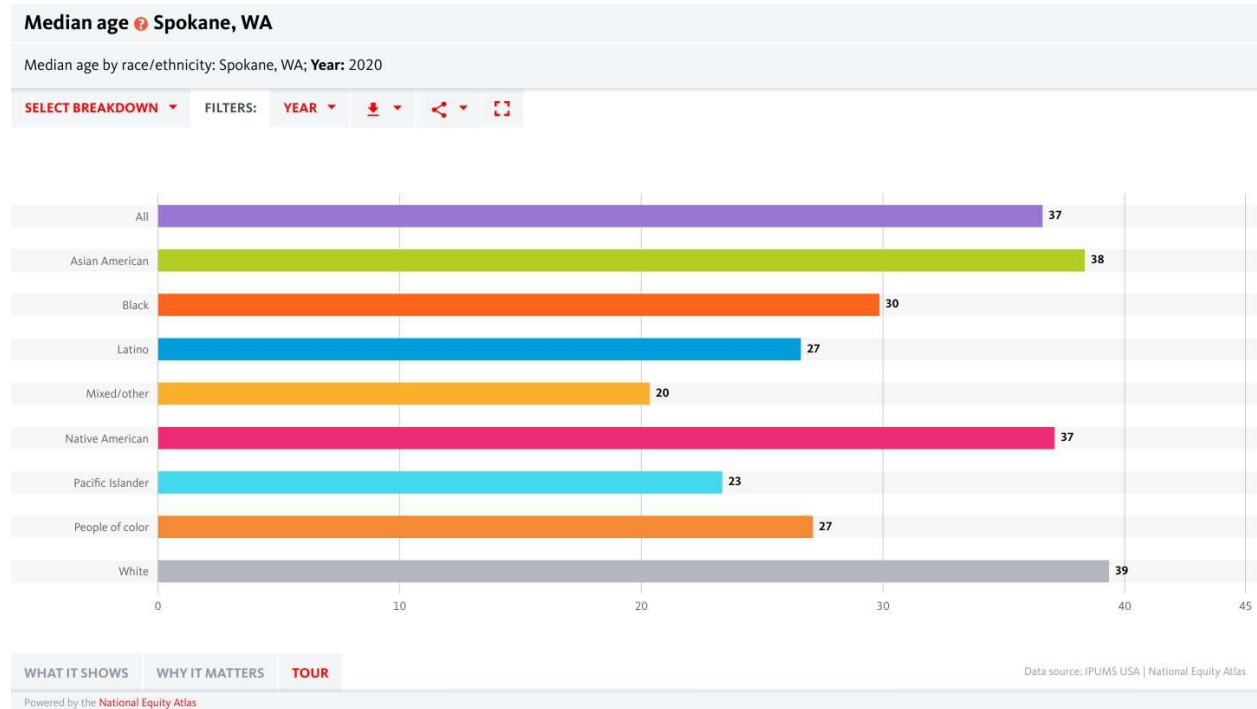
The median age in Spokane is 36.3 years, younger than the County, State, and USA. The median age in Spokane increased by 2.8 years since 1990, following regional and national trends of aging populations. Table 13.

Location	Census			
	1990	2000	2010	2020
Spokane	33.5	34.7	35.0	36.3
Spokane County	32.9	35.4	36.8	37.8
Washington	33.1	35.3	37.2	37.8
United States	32.9	35.3	37.2	38.2

Source: US Census

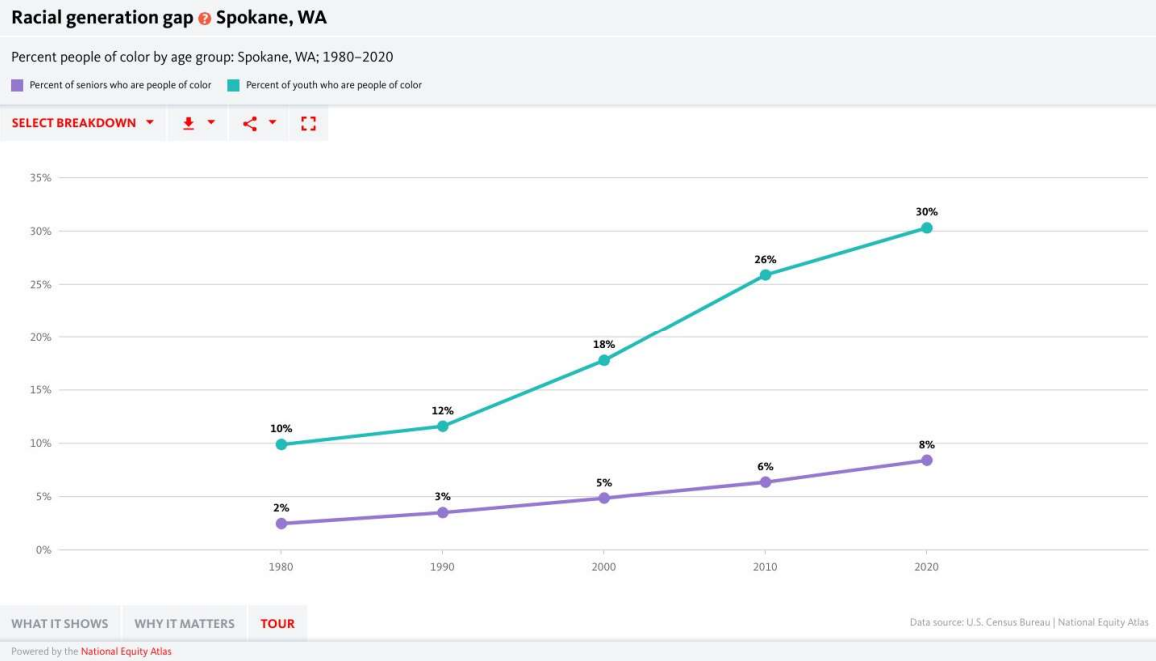
The median ages of Black (30), Latino (27), Pacific Islander (23), and multi-racial (20) people in Spokane are significantly lower than for white (39), Asian (38), and Native American (37) people.

Graphic 3: Source: National Equity Atlas



The racial generation gap can be seen in Graphic 4. More people of color are youth than senior aged; however, the percentage of people who are seniors of color is growing faster than youth. Between 1980 and 2020, the percent of people who are people of color who are youth has tripled, from 10% to 30%, while the percent of seniors who are people of color has quadrupled from 2% to 8%.

Graphic 4: Source: National Equity Atlas



Families With Children

21% of the Spokane population is under the age of 18, which is within 1% of the percentage for the County of Spokane and Washington State. Spokane has a slightly lower percentage of people aged 65 years or older than the County, and slightly higher than the State. The majority of people are between 18 and 64.

	Spokane	Spokane Co.	WA	USA
Pop. under age 18	21.1%	22.1%	22%	22.4%
Pop. age 18-64	63.2%	61.7%	62.6%	61.6%
Pop. age 65 and older	15.7%	16.2%	15.4%	16%

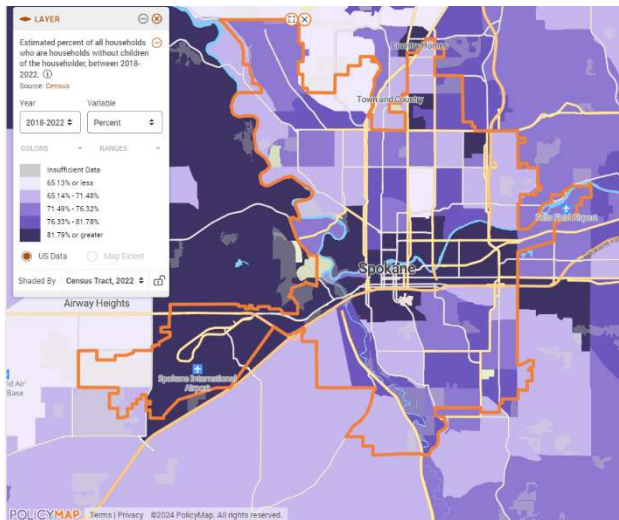
Source: US Census

Spokane has a lower percentage of households with children (23.6%) than the County (26.4%) and State (27.4%). Table 15.

Spokane has a higher percentage of people living alone (35.5%) than the County (29.3%) or the State (27%). Table 15. Map 19.

Types of Households	Spokane	County	WA
Households without children	76.4%	73.6%	72.6%
Households with children	23.6%	26.4%	27.4%
1-person households	35.5%	29.3%	27%

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates



MAP 19
Households Without Children
(2018 – 2022)

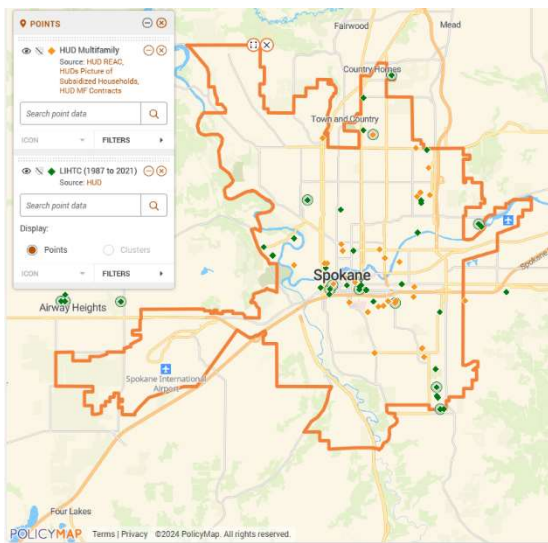
Source: <https://www.policymap.com/newmaps#/>

Residents of Publicly Supported Housing

Types of Publicly Supported Housing

There are several types of publicly assisted housing in Spokane. Some are owned and operated by the Spokane Housing Authority (SHA), others by not-for-profit or for-profit entities. Publicly supported housing includes five program categories: public housing, project-based Section 8, Section 8 tenant-based Housing Choice Vouchers (HCV), Other Multifamily housing (including Sec. 202 Supportive Housing for the Elderly and Section 811 Supportive Housing for Persons with Disabilities), and Low-Income Housing Tax Credit (LIHTC) housing. Each publicly supported housing program has its own unique ownership and operations as well as eligibility requirements.

Location of publicly supported housing in Spokane:



Source: <https://www.policymap.com/newmaps/>

MAP 20
HUD Multifamily &
LIHTC (1987 to 2021)

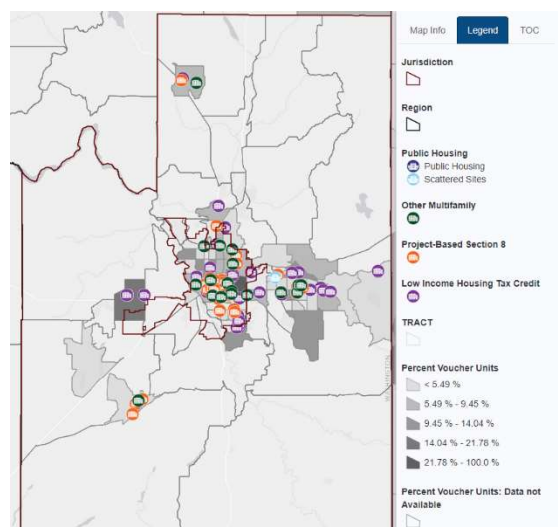
MAP 21

(HUD AFFH-T Map 5)

Spokane County

Publicly Supported Housing
Public Housing, Project-Based Section 8,
Other Multifamily, and LIHTC locations,
distinguishing categories of publicly
supported housing by color

Map 21 shows where publicly supported housing was located as of 2017 (LIHTCs) and 2019. The darker shading also depicts the density of HCV usage by census tract, with darker shading representing heavier concentrations of vouchers.



Low-Income Housing Tax Credit (LIHTC) Housing

As of 2021, there were 4238 LIHTC units in Spokane, located in 10 zip codes: 99201 (1184 units), 99202 (526), 99204 (28), 99205 (255), 99207 (233), 99208 (135), 99217 (480), 99218 (217), 99223 (1033), and 99224 (147).

SHA owns and manages 826 units of affordable housing financed with Bonds or Low-Income Housing Tax Credits (LIHTC) located throughout Spokane County.¹⁰

Project-Based Section 8:

There are an estimated 1552 project-based section 8 units in Spokane. Most are in zip codes 99201 (476), 99202 (372), 99208 (100), and 99223 (263).

More than 7,500 applicants were on the SHA project-based waiting list as of 4/1/20. A household may be on multiple property lists, therefore there may be fewer than 7500 households waiting for project-based section 8 units. In Nov. 2022, and again in March 2024, SHA opened the waiting lists for some PBV units. In March 2024 the opened waiting lists included two (2) and three (3) bedroom units for people with 30%-50% of Area Median Income, who are seniors and / or disabled.

- Black households were overrepresented (5%) in project-based section 8 housing as of 2021. Table 16.

Other HUD Multifamily Housing

As of 2021, there were 630 units of PRAC Section 202 Supportive Housing for the Elderly and Section 811 Supportive Housing for Persons with Disabilities or Legacy 202 units. They are located in 7 zip codes: 99201 (34 units), 99202 (162), 99203 (59), 99204 (14), 99205 (169), 99207 (118), and 99208 (74), and nearly all are 1-bedroom units.

Public Housing:

Black and Asian and Pacific Islanders had been overrepresented in public housing (7.5% and 6%) (Table 18), but public housing is virtually non-existent in the jurisdiction since 2019.¹¹

As of 11/1/19, Spokane Housing Authority (SHA) had converted all 125 public housing units to project-based vouchers under the Housing Choice Voucher (HCV) program as part of its Rental Assistance Demonstration (RAD) conversion.¹² The process began in 2016 with the conversion of 50 public housing units at the Parsons Apartments and was completed in November 2019 with the conversion of 74 scattered site properties operated by the housing authority. SHA created a Relocation Specialist position to assist families in the public housing units with relocating to affordable housing units in the community and offered continuing rental assistance through the HCV program. All families who were on the Public Housing waiting list at the time of conversion were given the opportunity to be placed on the HCV waiting list for the same time and date that they had originally applied to the Public Housing Program.

Stakeholders interviewed cited the loss of public housing, privatized by the RAD conversion, and said there is a need for project-based housing.

¹⁰Id.

¹¹ Only one property, Hifumi En, remains public housing, a requirement imposed by its Board when sold.

¹² [Microsoft Word - 2020-2024 Con Plan Cover.docx \(spokanecounty.org\)](#) – Consolidated Plan, 2020-2024, Housing Needs Assessment, p. 34 & pp. 53-55.

Demographics of Residents In All Types of Publicly Subsidized Housing

- Black and Indigenous people participate in publicly supported housing programs at higher rates than other people. Table 16.
- Asian and Pacific Islander populations tend to participate in publicly supported housing programs proportionate to their percentage in the overall populations.
- Hispanic people are underrepresented in publicly supported housing.
- White people are overrepresented in project-based section 8 housing.

These participation patterns have largely existed since at least 2012 based on HUD provided data. Table 18.

- People with disabilities are exceptionally disproportionately represented among public supported housing programs, making up over 40% of participants. Table 16.

Table 16 – Publicly Subsidized Households by Race/Ethnicity/Disability – 2021						
Spokane	White	Black	Hispanic	Asian or Pacific Islander	Native American	People with Disabilities
Housing Type	%	%	%	%		
Public Housing	N/A	N/A	N/A	N/A		
Project-Based Section 8	86.9%	5%	2.7%	3%		
HCV Program	77.8%	8%	5%	3%	5%	42%
All subsidized households*	79%	7%	5%	4%	4%	40%

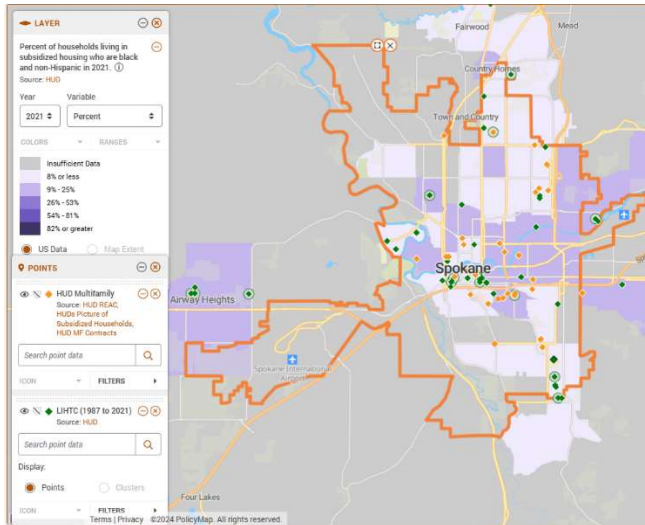
*Subsidized households include only programs from the U.S. Dept. of HUD, including Public Housing, HCVs, Moderate Rehabilitation, Project Based Sec. 8, Rent Supplement/ Rental Assistance Payment, Sec. 236 / Below Market Interest Rate, Sec. 202 /Project Rental Assistance Contract, & Sec. 811 / Project Rental Assistance Contract. Source: <https://www.policymap.com/newmaps#/>

Table 17 (HUD AFFH Table 6) - Publicly Supported Households by Race/Ethnicity								
(Spokane-Spokane Valley, WA) Region	White		Black		Hispanic		Asian or Pacific Islander	
	#	%	#	%	#	%	#	%
<i>Public Housing</i>	48	71.6	5	7.5	4	6	4	6
<i>Project-Based Section 8</i>	1,770	84.7	90	4.3	82	3.9	67	3.2
<i>Other Multifamily</i>	359	88.9	9	2.2	9	2.2	12	3
<i>HCV Program</i>	3,818	79.5	386	8	237	4.9	157	3.3
Total Households	187,135	89.7	3,009	1.4	6,918	3.3	4,219	2
0-30% of AMI	22,615	83.4	640	2.4	1,500	5.5	725	2.7
0-50% of AMI	45,005	84.7	1,384	2.6	2,470	4.7	1,447	2.7
0-80% of AMI	78,120	86.8	1,929	2.1	3,514	3.9	2,354	2.6

Data Sources: Decennial Census; APSH; CHAS 2012-2016

Black and African Americans

The percent of households participating in HUD subsidized housing programs who are black and non-Hispanic in Spokane has remained between 7 and 8% since 2014 (2014-2015: 8%; 2016-2021: 7%). Source: <https://www.policymap.com/newmaps/>



MAP 22

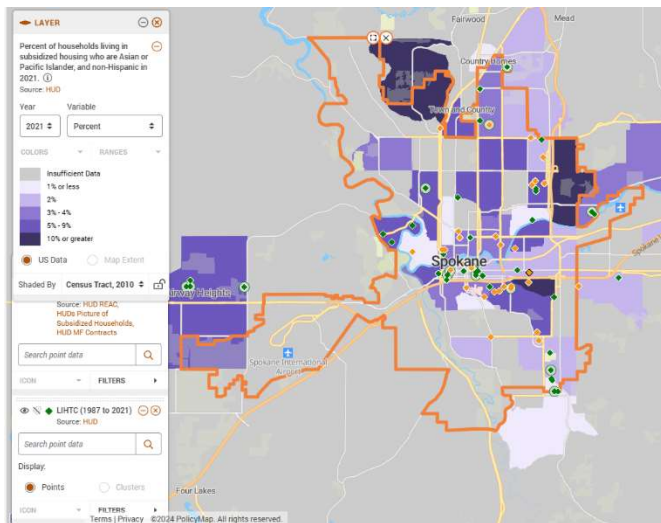
Percent of households participating in HUD subsidized housing programs who are **Black** and non-Hispanic in 2021 / with HUD Multifamily & LIHTC Sites

- Spokane: 7%
- Tracts:
- 53063003100: 17%
- 53063002600: 13%
- 53063002300: 12%
- 53063001100: 17%
- 53063014500: 10%
- 53063001800: 10%

Source: <https://www.policymap.com/newmaps/>

Asian and Pacific Islanders

Asian and Pacific Islanders together are 4% of the Spokane population and as of 2021 were 4% of all HUD subsidized housing program participants. The percent of households participating in HUD subsidized housing programs who are Asian or Pacific Islander and non-Hispanic in Spokane has remained steady between 3 and 5% since 2014: (4% in 2014, 2016-2018, & 2021; 5% in 2015, and 3% in 2020). Source: <https://www.policymap.com/newmaps/>



MAP 23

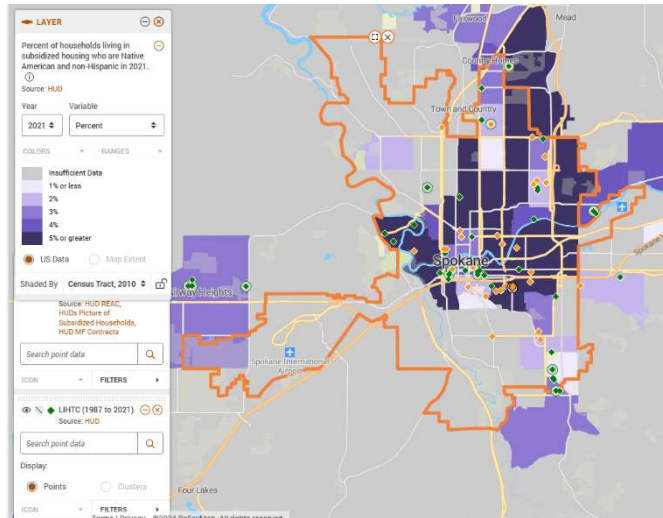
Percent of households participating in HUD subsidized housing programs who are **Asian or Pacific Islander** and non-Hispanic in 2021 with HUD Multifamily & LIHTC Sites

- Spokane: 4%
- Tracts:
- 53063003000: 15%
- 53063011400: 27%
- 53063001100: 9%

Source: <https://www.policymap.com/newmaps/>

Native Americans and Alaska Natives

Native Americans and Alaska Natives are 1.9% of the Spokane population. In 2021 they were 4% of all HUD subsidized housing program participants. They have been 4 to 5% of the households participating in HUD subsidized housing programs since at least 2014 (2014-2016: 5%, 2017-2021: 4%). Source: <https://www.policymap.com/newmaps#/>



MAP 24

Percent of households participating in HUD subsidized housing programs who are **Native American** and non-Hispanic in 2021

with HUD Multifamily & LIHTC Sites

Spokane: 4%

Tracts:

53063001400: 16%

53063000500: 20%

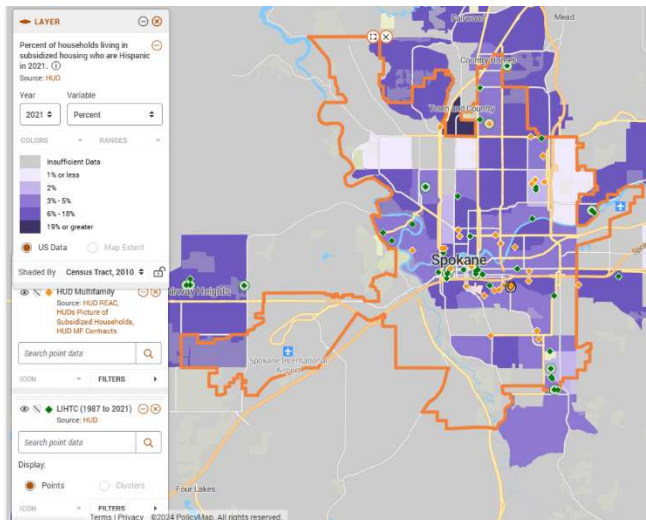
53063014500: 7%, 53063003100: 8%

53063002300: 11%, 53063011201: 10%

Source: <https://www.policymap.com/newmaps#/>

Hispanic People

Hispanic people are 7% of the Spokane population. They have been 4% to 5% of all HUD subsidized housing program participants, including housing choice voucher holders, between 2014 to 2021: (4%: 2014-2017 and 2019-2020; 5%: 2021 and 2018). Source: <https://www.policymap.com/newmaps#/>



MAP 25

Percent of households participating in HUD subsidized housing programs who are **Hispanic** in 2021 with HUD Multifamily & LIHTC Sites

Spokane: 5%

Tracts:

53063011000: 22%

53063000300: 10%

53063002100: 16%

53063002600: 9%

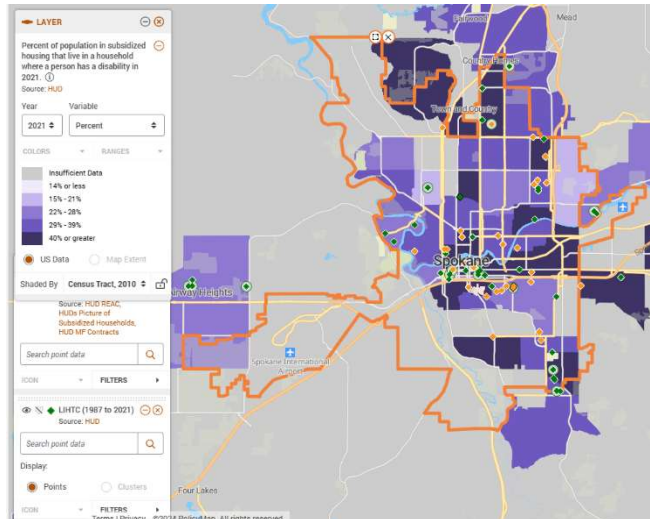
53063003000: 9%, 53063004400: 15%

Source: <https://www.policymap.com/newmaps#/>

People with Disabilities

- 16.6% of the non-institutionalized Spokane population have disabilities. Yet, in 2021, 40% of all people who lived in a household participating in a HUD subsidized housing program lived with a person with a disability.
- The percentage of people residing in HUD subsidized housing who live with a person with a disability has steadily increased from 31% in 2014 to 40% in 2021. (2014: 31%, 2015: 32%, 2016: 34%, 2017: 35%, 2018: 36%, 2019: 37%, 2020: 38%, 2021: 40%).

Source: <https://www.policymap.com/newmaps#/>



MAP 26

Percent of population in subsidized housing that lived in a household where a person had a **disability** in 2021 with

HUD Multifamily & LIHTC Sites

Spokane: 40% Tracts:
 53063014500: 58%, 53063001800: 53%
 53063002400: 49%, 53063003500: 63%,
 53063003200: 61%, 53063004000: 61%
 53063004300: 64%, 53063004400: 71%,
 53063001300: 50%, 53063000200: 50%
 53063001101: 42%, 53063001102: 48%

Source: <https://www.policymap.com/newmaps#/>

Section 8 Tenant-Based Housing Choice Vouchers (HCV):

SHA administers 5,314 vouchers, made up of Housing Choice voucher (both-tenant based and project-based) and HUD VASH vouchers, Mainstream vouchers and SRO units.¹³ 737 vouchers are divided amongst Lincoln, Stevens, Pend Oreille, Whitman, and Ferry counties.¹⁴ The waiting list for tenant-based HCVs was last opened for three days in January 2016 and 4,500 were placed on the waiting list. As of 4/1/20, 950 applicants remained on the list.

- Black and Native American households were disproportionately represented in the HCV program as of 2021, compared to their percentages of the overall pop. Tables 18 and 19.
- People with disabilities are greatly overrepresented in the Spokane Housing Authority (SHA) HCV program. They were 68% of SHA HCV participants in 2021. Table 19
- In 2021, all non-white Spokane Housing Authority HCV holders were more likely to reside in 4, 5, 6, 7, and 8-person households than white HCV holders, while white HCV holders were more likely to reside in 1 person households. Table 20.
- SHA HCV participants in 2021 were more likely to be female (65.6%) than male (34.4%). Table 20.

¹³ Id.

¹⁴ Id.

Table 18 - Percent of households by Race Receiving Housing Choice Vouchers – 2021				
	Spokane City	Spokane, County	WA	United States
Hispanic	5%	5%	7%	18%
Asian or Pacific Islander, non-Hispanic	3%	3%	7%	3%
White, non-Hispanic	79%	80%	57%	30%
Black, non-Hispanic	8%	8%	25%	48%
Native American	5%	4%	3%	1%

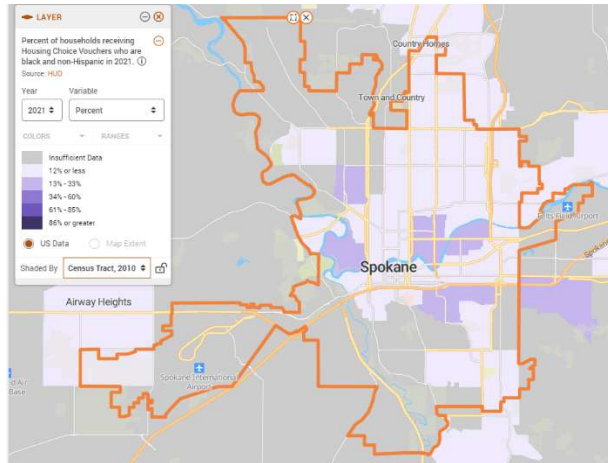
Source: <https://www.policymap.com>

Table 19 - Demographics for SHA Voucher Participants – 10/1/22 PIC Data											
Household Size	Count	Male	Female	Disability	Elderly	Ethnicity (Hispanic)	White	Black / African American	American Indian / Alaska Native	Asian	Native Hawaiian / Other Pacific Islander
1	3423	1447	1976	2866	916	147	3090	221	138	37	15
2	865	215	650	551	117	38	757	74	48	4	9
3	525	82	443	195	21	45	458	45	26	7	7
4	316	55	261	78	6	26	244	38	26	11	12
5	200	38	162	43	2	16	163	20	17	9	16
6	102	26	76	18	1	12	74	9	9	3	12
7	44	17	27	6	0	8	28	7	7	3	2
8	16	6	10	4	1	3	5	3	4	1	3
9	6	4	2	0	0	0	3	1	0	0	2
10	2	1	1	0	0	0	2	0	0	0	0
11	1	0	1	0	0	0	0	0	0	0	1
Total	5500	1891	3609	3762	1064	295	4814	418	275	75	79
% of Total	100%	34.4%	65.6%	68.4%	19.3%	5.4%	87.5%	7.6%	5%	1.4%	1.4%

Table 20 - Demographics for SHA Voucher Participants by Percent – 10/1/22 PIC Data											
Household Size	Count	Male	Female	Disability	Elderly	Hispanic	White	Black / African American	American Indian / Alaska Native	Asian	Native Hawaiian / Other Pacific Islander
1	62.2	76.5	54.8	76.2	86.1	49.8	64.2	52.9	50.2	49.3	19
2	15.7	11.4	18	14.6	11	12.9	15.7	17.7	17.5	5.3	11.4
3	9.5	4.3	12.3	5.2	2	15.3	9.5	10.8	9.5	9.3	8.9
4	5.7	2.9	7.2	2.1	0.6	8.8	5.1	9.1	9.5	14.7	15.2
5	3.6	2	4.5	1.1	0.2	5.4	3.4	4.8	6.2	12.0	20.3
6	1.9	1.4	2.1	0.5	0.1	4.1	1.5	2.2	3.3	4	15.2
7	0.8	0.9	0.7	0.2	0	2.7	0.6	1.7	2.5	4	2.5
8	0.3	0.3	0.3	0.1	0.1	1	0.1	0.7	1.5	1.3	3.8
9	0.1	0.2	0.1	0	0	0	0.1	0.2	0	0	2.5
10	0	0.1	0	0	0	0	0.0	0	0	0	0
11	0	0	0	0	0	0	0.0	0	0	0	1.3
Total	100	100	100	100	100	100	100	100	100	100	100

Black and African Americans

- Black people in Spokane are 2.7% of the population, but 8% of housing choice voucher holders. The percentage of black voucher holders remained steady, from 8 to 10% between 2012 and 2021 (8%: 2019-2021, 9%: 2012, 2014-2018; 10%: 2013). Source: <https://www.policymap.com/newmaps#/>
- Six census tracts have black non-Hispanic housing choice voucher holders greater than 13%. Map 27
- As of Oct. 2022, 7.6% of SHA HCV holders were Black or African American. Table 20.



MAP 27
Percent of households receiving Housing Choice Vouchers who are **Black** and non-Hispanic in 2021.

Spokane: 8%

Tracts:

53063003100: 20%

53063003000: 13%

53063002600: 14%

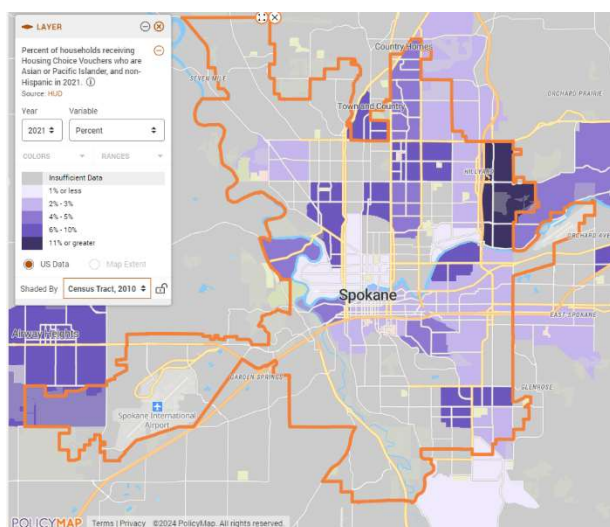
53063002500: 19%

53063002300: 13%, 53063001100: 17%

Source: <https://www.policymap.com/newmaps#/>

Asian and Pacific Islanders

- Asian and Pacific Islanders make up 3% of housing choice voucher holders. The percentage of Asian and Pacific Islander voucher holders ranged from 2 to 5% between 2012 and 2021 (2%: 2012, 3%: 2020-2021, 4%: 2013 & 2017-2019, 5%: 2014-2016). Source: <https://www.policymap.com/newmaps#/>
- Four census tracts have Asian and Pacific Islander non-Hispanic housing choice voucher holders populations greater than 7%. Map 28



MAP 28
Percent of households receiving Housing Choice Vouchers who are **Asian or Pacific Islander** and non-Hispanic in 2021.

Spokane: 3%

Tracts:

53063014400: 27%

53063001300: 7%

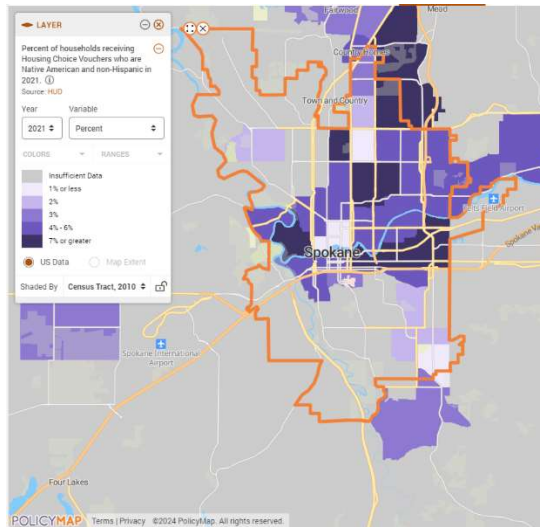
53063001100: 9%, 53063002100: 8%

Source:

<https://www.policymap.com/newmaps#/>

Native Americans and Alaska Natives

- Native Americans and Alaska Natives are 5% of housing choice voucher holders. The percentage of Native American holders was steady at 5% between 2014 and 2021, and 7% during 2012 – 2013. Source: <https://www.policymap.com/newmaps#/>
- Six census tracts have Native American non-Hispanic housing choice voucher holder populations greater than 7%. Map 29
- Native Americans were overrepresented among SHA HCV holders as of Oct. 2022 (5%). Tables 19 and 20.



MAP 29

Percent of households receiving Housing Choice Vouchers who are **Native American** and non-Hispanic in 2021, with HUD Multifamily & LIHTC Sites

Spokane: 5%

Tracts:

53063014500: 7%

53063001500: 8%

53063001400: 16%

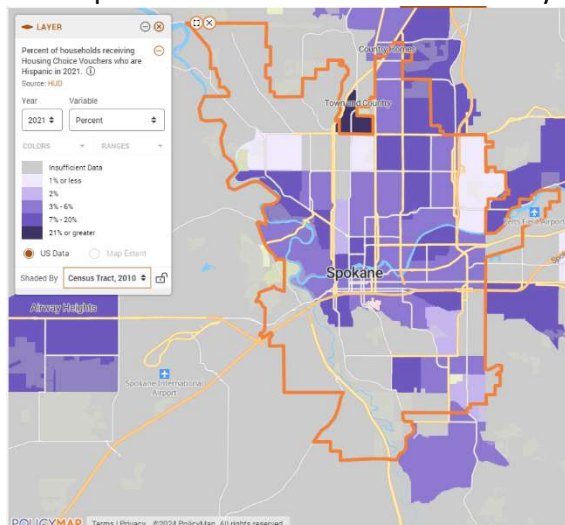
53063000500: 21%

53063002300: 11%, 53063011201: 10%

Source: <https://www.policymap.com/newmaps#/>

Hispanic People

- The percentage of Hispanic voucher holders was steady at 4-5% between 2012 and 2021 (4%: 2016, 5%: 2012-2015 and 2017-2021). Source: <https://www.policymap.com/newmaps#/>
- 7 census tracts have Hispanic housing choice voucher holder populations greater than 9%. Map 30
- Hispanic HCV holders were more likely to reside in a 3-person household.



MAP 30

Percent of households receiving Housing Choice Vouchers who are **Hispanic** in 2021.

Spokane: 5%

Tracts:

53063011000: 20%

53063000300: 10%

53063002600: 9%

53063002400: 9%

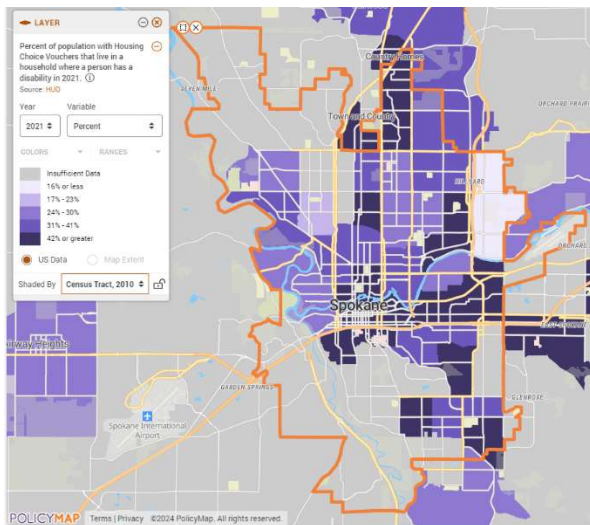
53063002100: 16%

53063003000: 13%, 53063004400: 15%

Source: <https://www.policymap.com/newmaps#/>

People with Disabilities

- In 2021 42% of people in a household with a housing choice voucher lived with a person with a disability. This percentage has steadily increased since 2012 (2012: 29%, 2013-2014: 30%, 2015: 31%, 2016: 34%, 2017: 35%, 2018: 37%, 2019: 38%, & 2020: 40%). Source: <https://www.policymap.com/newmaps#/>
- Seven census tracts have housing choice voucher holder populations with disabilities greater than 50%. Map 31
- As of Oct. 1, 2022, 68% of SHA HCV participants had a disability. The majority of these are single person households (76.2%). Table 21
- SHA HCV participants with disabilities were more likely to reside in a one-person household than with other people, as are elderly people. Table 21.
- Almost 300 of the 950 families on SHA waiting lists as of 4/1/20 indicated they had a head or co-head of household with a disability.



MAP 31

Percent of population with Housing Choice Vouchers that lived in a household where a person had a **disability** in 2021

Spokane: 42%

Tracts:

53063011101: 51%

53063001800: 53%, 53063004000: 61%

53063014500: 55%, 53063003200: 51%

53063004601: 59%, 53063004400: 71%

Source: <https://www.policymap.com/newmaps#/>

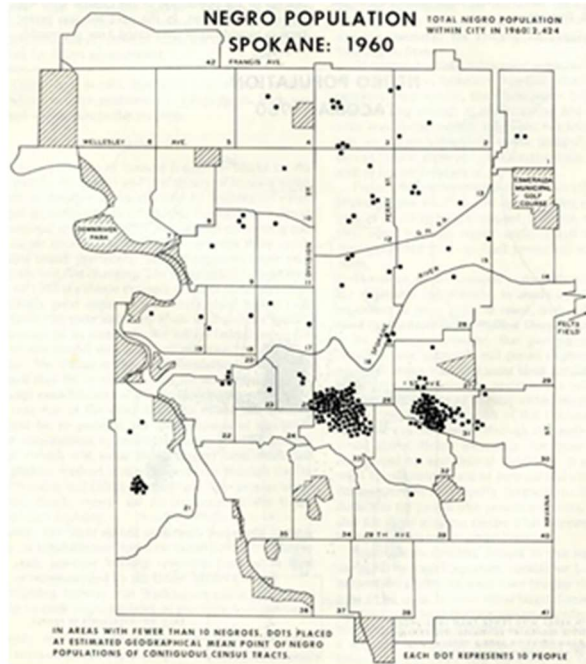
Table 21

Demographics for SHA Voucher Participants – 10/1/22 PIC Data			Demographics for SHA Voucher Participants – 10/1/22 PIC Data		
Household Size	Count	Disabled	Household Size	% of Total Participants	% of Total Disabled Participants
1	3423	2866	1	62.2%	76.2%
2	865	551	2	15.7%	14.6%
3	525	195	3	9.5%	5.2%
4	316	78	4	5.7%	2.1%
5	200	43	5	3.6%	1.1%
6	102	18	6	1.9%	0.5%
7	44	6	7	0.8%	0.2%
8	16	4	8	0.3%	0.1%
9	6	0	9	0.1%	0%
10	2	0	10	0%	0%
11	1	0	11	0%	0%
Total	5500	3762	Total	100%	100%
% of Total	100%	68.4%			

Segregation and Integration

Which areas within Spokane have **significant concentrations of particular protected class groups?**

In 1960, 63% of all black people lived in three census tracts. See Map 32. Today people of color are still concentrated in 99202, the zip code that includes the East Central neighborhood.



<http://thelocalhistory.com/digital-resource-feature/race-and-violence-in-washington-state/>

**MAP 32
BLACK POPULATION
1960**

Source:
Race and Violence in Washington State, Report of the Commission on the causes and prevention of civil disorder, 1968

<http://uindy.historyit.com/item.php?id=649833>

Non-white people in Spokane are most concentrated in 18 tracts, all which have over 25% non-white populations. Map 33 and Table 22.

**MAP 33
NON-WHITE POPULATION**
Estimated percent of the population that is people of color*, between 2018-2022.

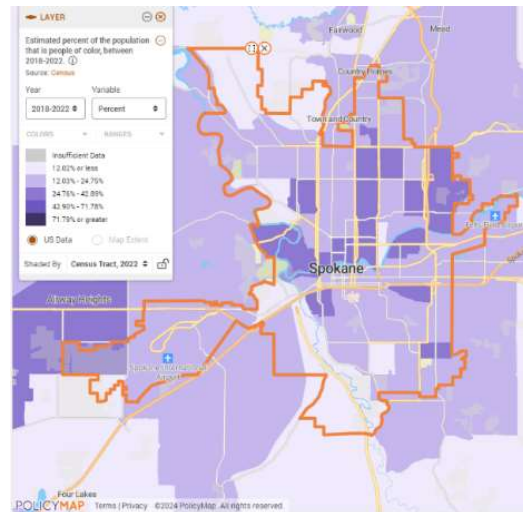
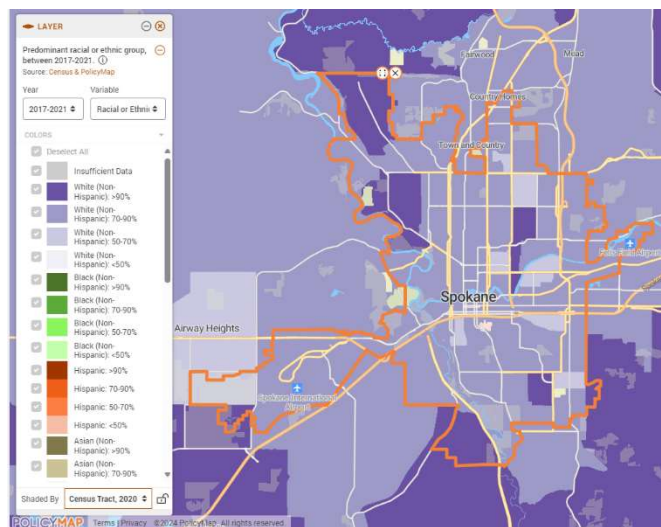


Table 22 - People of Color* By Census Tract			
Census Tract	%	Census Tract	%
53063000302	39.5	53063001100	28.4
53063004701	36.1	53063002300	27.9
53063002501	34.6	53063003601	27.7
53063000301	33.7	53063000400	27.6
53063003000	33.6	53063002400	27.4
53063011104	32.6	53063004001	26.9
53063002600	30.7	53063002503	25.8
53063001400	30	53063004002	25.3
53063001600	29.9	53063014400	25.2

*'People of color' is defined here as anyone who identifies as Hispanic or Latino, multiracial, or any race other than White. Source: <https://www.policymap.com/newmaps#/>

White non-Hispanic populations range 70-90% of the Spokane population depending on the census tract; they are over 90% in 7 tracts. Map 34



MAP 34 – PREDOMINANT RACIAL OR ETHNIC GROUP 2017-2021

Census Tracts:

- 53063010603: >90% white non-Hispanic
- 53063010604: >90% white non-Hispanic
- 53063000900: >90% white non-Hispanic
- 53063001000: >90% white non-Hispanic
- 53063001500: >90% white non-Hispanic
- 53063002502: >90% white non-Hispanic
- 53063004702: >90% white non-Hispanic

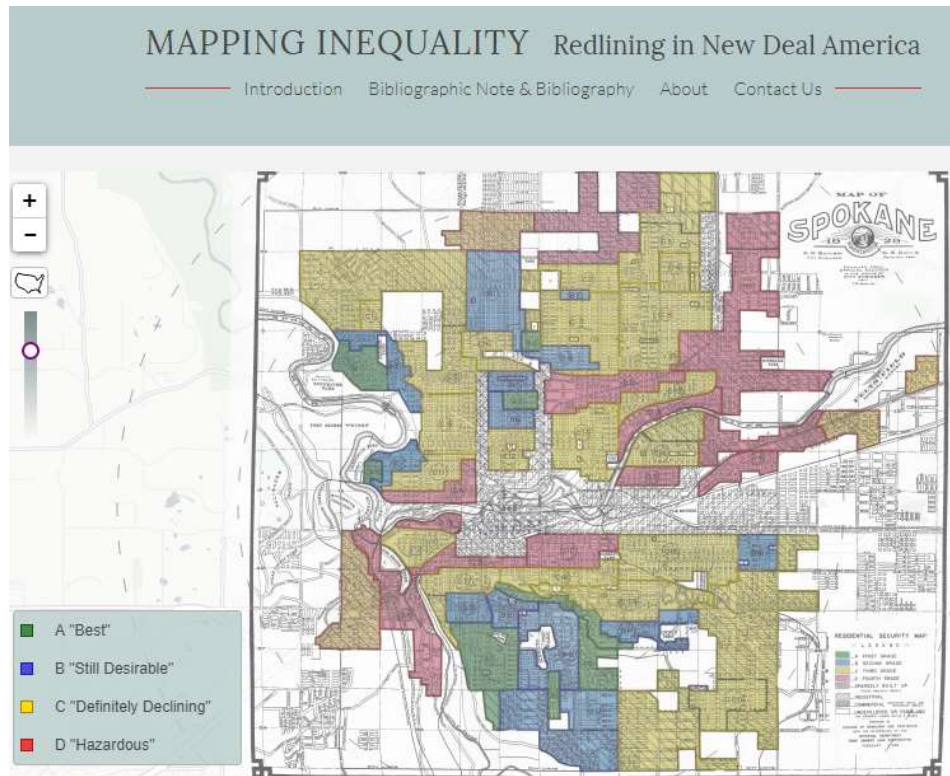
Source: <https://www.policymap.com/newmaps#/>

What public or private policies or practices, demographic shifts, economic trends, or other factors may have caused or contributed to the patterns described?

Past systemic, institutionalized, and individual racism determined where people of color could live in Spokane, and there is still evidence of the impacts of these policies and practices in housing patterns today.

Redlining: In the late 1930s, the Home Owners’ Loan Corporation (HOLC) graded neighborhoods into four categories, based in large part on racial makeup. Neighborhoods with minority occupants were marked in red — redlined — and considered high-risk for mortgage lenders. Spokane was not exempt from this government sponsored classification system. The HOLC Map for Spokane, see Map 9, dated 2/1/38, shows neighborhoods that were redlined. The HOLC 10/1/37 “Clarifying Remarks” for the Spokane, Liberty Park District, stated, for example:

Largely zoned for industry and business. Lot values are \$5 per front foot or less. The territory immediately adjacent to Liberty Park is slightly better grade but proximity to largest negro concentration of the city precludes higher grading. This is the “melting pot” of Spokane, and is extremely heterogeneous. The area is accorded a “low red” grade.”¹⁵



Steering by Real Estate Agents

Segregation in Spokane was also perpetuated by the institutionalized policies of real estate associations and the steering practices of individual real estate agents, away from or to certain neighborhoods based on race. The national and local real estate associations included in their bylaws and codes of ethics, prohibitions on introducing into a neighborhood people of a race whose presence was believed to negatively affect property values.

For example, the National Code of Ethics for Realtors stated: Part III, Article 34. A Realtor should never be instrumental in introducing into a neighborhood ... members of any race or nationality, or any persons whose presence will be detrimental to property values in that neighborhood.

Similarly, the former Spokane Realty Board's bylaws stated: Article III. By-laws-Duty of Members to Public: It shall be unethical for any member to be instrumental in introducing into a neighborhood ..., occupancy or ownership of property, or individual whose presence will clearly be detrimental to property values in that neighborhood. ... Complaints for violations of this Article

¹⁵<https://dsl.richmond.edu/panorama/redlining/#loc=13/47.668/-117.441&city=spokane-wa&area=D10&text=downloads>

shall not be considered unless filed with the Spokane Realty Board within ninety (90) days after the introduction into a neighborhood of the character of property, use, occupancy, ownership of property, member of the race or nationality, or individuals to which objection is made. ...

Anecdotal accounts of past steering practices by real estate agents based on race in Spokane in the 1960s have been documented several times by the Spokesman-Review, the regional's largest newspaper.

Restrictive Residential Real Estate Covenants

Real estate developers also played a crucial role in ensuring that people of color could not live in certain neighborhoods in Spokane. Racially restrictive covenants were included in plats, subdivisions, and deeds, for homes in neighborhoods on the South Hill, the North Side, and neighboring Spokane Valley. Restrictive covenants used in Spokane included:

“No race or nationality other than the white race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.”

“No person of any race other than white shall use or occupy any building upon these premises, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with the owner or tenant.”

In 1948, in *Shelley v. Kraemer*, the United States Supreme Court unanimously ruled that restrictive covenants were unenforceable by state or federal courts. However, restrictive covenants continued to be included in Spokane property records into the 1950s.¹⁶

¹⁶The ability of County Auditors in Washington to remove void racially restrictive covenants from the public record pursuant to the Revised Code of Washington RCW 49.60.227 was the subject of recent litigation and legislation. In May 2019, a Superior Court Commissioner agreed with the Spokane County Auditor that she was not legally permitted to remove the covenants, and the Appeals Court agreed.¹⁶ While litigation was pending, the WA legislature enacted a non-judicial alternative for an owner to record a restrictive covenant modification document. Subsequently, while the case was on appeal to the WA Supreme Court, the 2021 WA legislature enacted amendments to RCW 49.60, clarifying, that if a judicial procedure is pursued,

the legislature intends that the court issue a declaratory judgment ordering the county auditor, or in charter counties the county official charged with the responsibility for recording instruments in the county records, to entirely strike the racist or otherwise discriminatory covenants from the chain of title. Striking the language does not prevent preservation of the original record, outside of the chain of title, for historical or archival purposes.

The WA Supreme Court then remanded the case to the trial court for relief consistent with the Legislature's 2021 amendments to RCW 49.60.227.¹⁶

RCW 49.60.227 now provides two means for a property owner to address a void provision in a written instrument. A judicial procedure to strike the void provisions, after which an image of each corrected document shall be placed in the public records with a cover page noting that the original was corrected. The original record is removed from the chain of title and shall be separately maintained in the county's records and, at the auditor's discretion, may also be transferred to the secretary of state archives division to be preserved for historical or archival purposes. As an alternative to the judicial procedure, the owner of the property may record a restrictive covenant modification document with the county auditor,

Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)

HUD defines a racially or ethnically concentrated area of poverty (R/ECAP) as having a non-white population of 50% or more, where 40% or more of the population is at or below the poverty line (or the poverty rate is greater than 3 times the average poverty rate in the area). **Spokane does not have any R/ECAP designated tracts.** Accordingly, an **alternative analysis** has been used to **review disproportionate concentrations of non-white populations.**

Disproportionate Concentrations of Non-White Populations

Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Again, there are no areas in Spokane where one non-white race meets that definition for a disproportionate concentration. However, combining all non-white races with Hispanic ethnicity in Spokane, so that “racial and ethnic minority” is defined as Hispanic and/or a race other than white alone (single race), 23% of the population in Spokane is minority. Table 5. This definition was used in determining disproportionate concentrations of minority populations in the City. Therefore, any census tract with greater than 33% (23% + 10%) minority population is considered to have a disproportionate minority concentration. Spokane has five census tracts with non-white populations exceeding 33%. Table 23

Location	Percent Non-White
53063000302:	39.5%
53063000301:	33.7%
53063002501:	34.6%
53063004701:	36.1%
53063003000 in East Central, 99202	33.6%

Source: <https://www.policymap.com/newmaps#/>

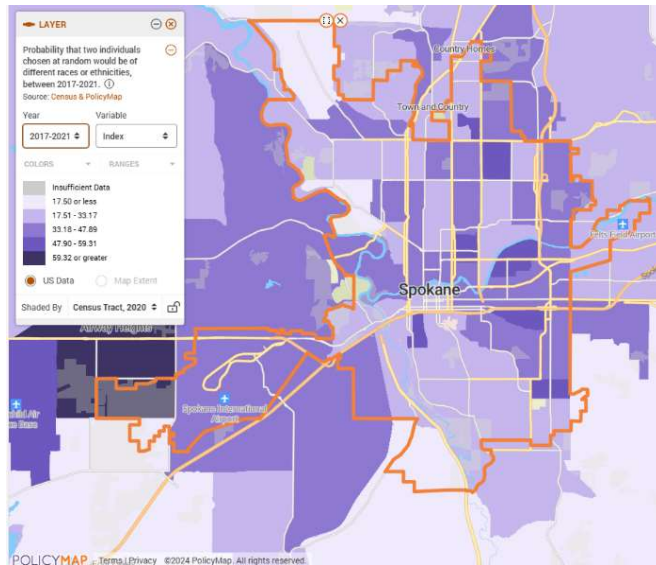
Diversity Index

The diversity index is an index ranging from 0 to 87.5 that represents the probability that two individuals, chosen at random in the given geography, would be of different races or ethnicities. Values between 0 and 20 suggest more homogeneity and values above 50 suggest more heterogeneity. Racial and ethnic diversity can be indicative of economic and behavioral patterns. For example, racially and ethnically homogenous areas may sometimes represent concentrated poverty or wealth or indicate past or present discriminatory housing policies or barriers.

In Spokane, between 2017 and 2021, Spokane’s diversity index was 34.7. Eight tracts had index values of more than 49. In contrast, 11 tracts had values of 22 or less. Table 24. The darkest tracts on Map 36 have the highest diversity indexes while the lightest tracts have the lowest diversity.

which shall contain a statement, "The referenced original written instrument contains discriminatory provisions that are void and unenforceable under RCW [49.60.224](#) and federal law. This document strikes from the referenced original instrument all provisions that are void and unenforceable under law."

MAP 36: DIVERSITY INDEX

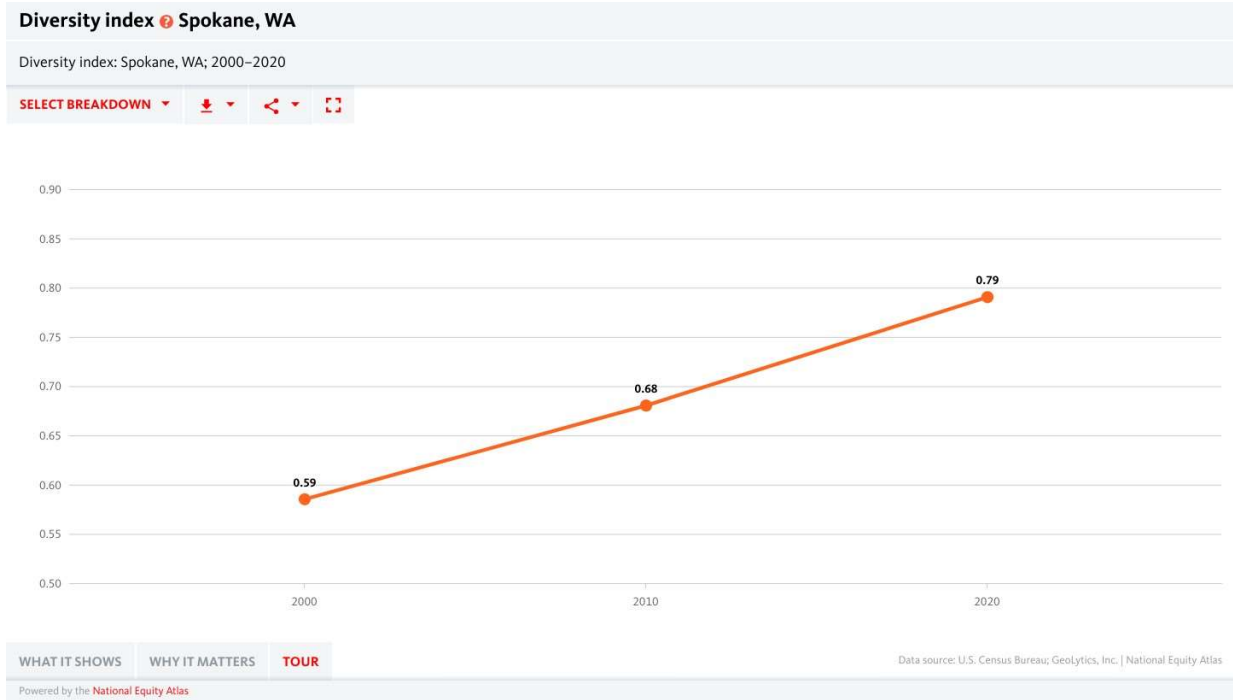


Source: <https://www.policymap.com/newmaps/> (ACS 2017-2021). Data were obtained from the Census' American Community Survey 2017-2021 estimates and calculated by PolicyMap.

Spokane County	30.2
Spokane	34.7
53063000302	54.8
53063002501	54.4
53063002600	53.9
53063000301	53.2
53063011104	52.6
53063004001	50.9
53063004701	50.9
53063003000	49
53063004400	22
53063004100	21.5
53063004500	20.4
53063003800	20.3
53063002502	18.7
53063001500	18.6
53063004702	18.6
53063000900	17.9
53063010604	16.7
53063010603	16.5
53063001000	15.1

The National Equity Atlas also calculates a diversity index, which is a measure of the racial/ethnic diversity of residents based on seven major racial/ethnic groups (Asian American, Black, Latinx, Pacific Islander, Mixed/other race, Native American, and white) identified by the census. The maximum diversity score (1.95) would occur if each group were evenly represented in the region. Data for 2010 and 2020 represent five-year averages (e.g., 2016-2020). Using this scale, Spokane's Diversity Index increased from 2000 to 2020 from .59 to .79. Graphic 5.

Graphic 5:



Source: [Demographics Indicators | National Equity Atlas](#).

https://nationalequityatlas.org/indicators/Diversity_index?geo=07000000005367000

Data Source(s): U.S. Census Bureau, 2010 and 2020 ACS 5-Year Summary Files; GeoLytics, Inc., 2000 Long Form in 2010 Boundaries.

Access to Community Assets

Protected Classes Experiencing Significant Disparities in Access to Assets:

Which protected class groups experience significant disparities in access to the following community assets:
<input type="radio"/> Education
<input type="radio"/> Employment
<input type="radio"/> Transportation
<input type="radio"/> Low-poverty neighborhoods
<input type="radio"/> Environmentally healthy neighborhoods
<input type="radio"/> Other community assets

Table 25 summarizes the results for Spokane for 7 opportunity indexes, based on data provided by HUD (most recent data is as of 2012 – 2018): Low Poverty Index, School Proficiency Index, Labor Market Index, Transit Index, Low Transportation Cost Index, Jobs Proximity Index, and Environmental Health Index. There were disparities based on race, in favor of white Spokane residents, in all indicators except Transit Index, Low Transportation Cost Index, and Jobs Proximity Index. Each of these is discussed in the sections that follow.

Table 25 (HUD AFFH Table 12) - Opportunity Indicators, by Race/Ethnicity							
(Spokane, WA CDBG) Jurisdiction	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Pop.							
White, Non-Hispanic	42.6	39.7	45.6	66.8	49.1	59	7
Black, Non-Hispanic	31.1	35	36.2	72.8	54.7	68.5	5.9
Hispanic	35.8	35.2	38.3	69.2	52	62.7	6
Asian or Pacific Islander, Non-Hispanic	37.7	36.1	39.9	67.9	51.3	63.1	6.3
Native Amer., Non-Hispanic	30	31.3	33	71.3	55	66.9	5.2
Pop. below fed. poverty line							
White, Non-Hispanic	29.1	31.1	33.6	73.7	56.8	71	5
Black, Non-Hispanic	23.6	30.3	30	72.2	55.3	68.8	4.8
Hispanic	23	29.3	28.7	76.2	58.7	75	4.5
Asian or Pacific Islander, Non-Hispanic	28	36.9	28	72.9	55.4	65.5	6.2
Native Amer., Non-Hispanic	27.2	26.8	29.2	74.4	57.8	71.9	4.9
Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA							
Note 2: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).							

Education

Of the population 25 years and over in Spokane, white people have the highest high school graduation rate (94.3%), followed by two or more races, black or African Americans, Hispanic / Latinos, American Indian and Alaska native, Asian, and then Native Hawaiian and other Pacific Islanders (76.5%). Asian people less likely to graduate high school than all but Native Hawaiian and Pacific Islanders, but most likely to have a bachelor’s degree or more, followed by white populations. Native Hawaiian and Other Pacific Islanders are least likely to have a bachelor’s degree. Table 26.

Educational Attainment	White	Two or More Races	Black or African American	Hispanic / Latino	American Indian / Alaska Native	Asian	Native Hawaiian & Other Pacific Islander
Some High School – no diploma	5.7%	8.4%	10.5%	12.2%	17.8%	21.5%	24.5%
High School Diploma or More	94.3%	91.7%	89.5%	87.8%	82.2%	78.5%	75.5%
Bachelor’s degree or More	34.1%	25.8%	14.1%	22.3%	14.4%	42.6%	10.5%

Source: <https://www.policymap.com/newmaps#/>

School Proficiency Index – HUD Data

The HUD provided school proficiency index uses school-level data from 2016-2017 on the performance of 4th grade students on state exams to describe which neighborhoods have high-performing elementary schools nearby and which are near lower performing schools. The school proficiency index is a function of the percent of 4th grade students proficient in reading and math on state test scores for up to three schools within 3 miles of the block group centroid. Values are percentile ranked at the state level and range from 0 to 100. The higher the score, the higher the quality of the school system in a neighborhood.¹⁷

For the total Spokane population, the school proficiency index for white, non-Hispanics, was 7.4 percentage points higher than for black, non-Hispanics, 10.6 higher than for Native Americans, and 4.3 than for Hispanics. The index was nearly the same for whites and Asians.

When only the population below the federal poverty line is examined, the disparities closed: 35.8 for white non-Hispanics, which was 2.3 percent higher than for black non-Hispanics (33.5), and less than the rates for Hispanics (36.2), Asian or Pacific Islanders (44.7), and Native Americans (38.9)

¹⁷See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) Data Documentation*, Data Version AFFHT0004a, March 5, 2019, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

Spokane School District Assessments

For more recent data, the WA Office of Superintendent of Public Instruction public data was reviewed, for the percent of students who met grade level standards based on results of the Smarter Balanced Assessments (SBA) for grades 3–8 and 10, and the Washington Comprehensive Assessment of Science (WCAS) for grades 5, 8, and 11 in 2022-2023.

Across the Spokane School District, children who are American Indian or Alaskan Native, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, or Two or More Races, performed less well on testing compared to the average scores for all students and Asian and white non-Hispanic students.¹⁸ Graphic 6. Also performing lower on standardized assessments were low-income students, students with disabilities, English language learners, migrant students, students in foster care, and students experiencing homelessness. Graphic 6.

¹⁸https://tableau.ospi.k12.wa.us/t/Public/views/ReportCard_Assessment_Suppressed/Assessment_Summary_Dashboard?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display_count=no&:showVizHome=no&:toolbar=no&format=pdf&organizationid=100247&SchoolYear=2022-23

Graphic 6

Spokane School District

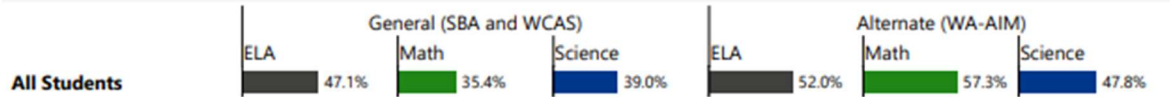
2022-23

Smarter Balanced Assessments (SBA): English Language Arts (ELA) and math for grades 3–8 and 10

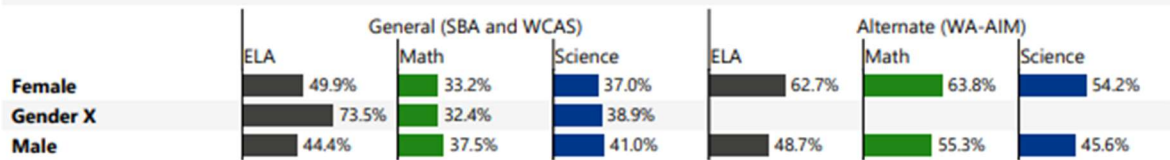
Washington Comprehensive Assessment of Science (WCAS): grades 5, 8, and 11

Washington - Access to Instruction and Measurement (WA-AIM): for students in grades 3–11 with significant cognitive disabilities

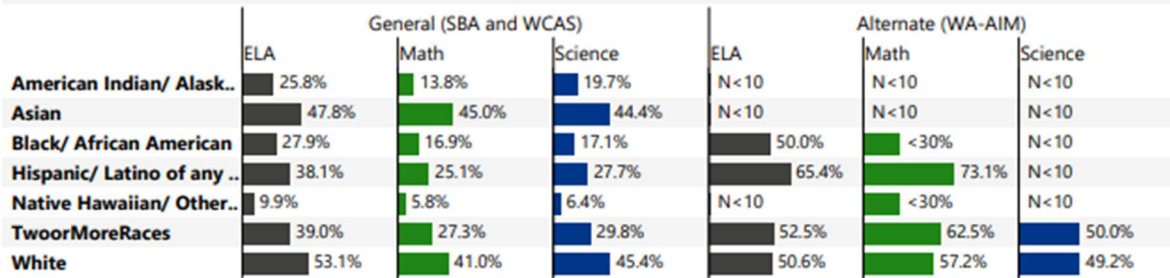
All Students



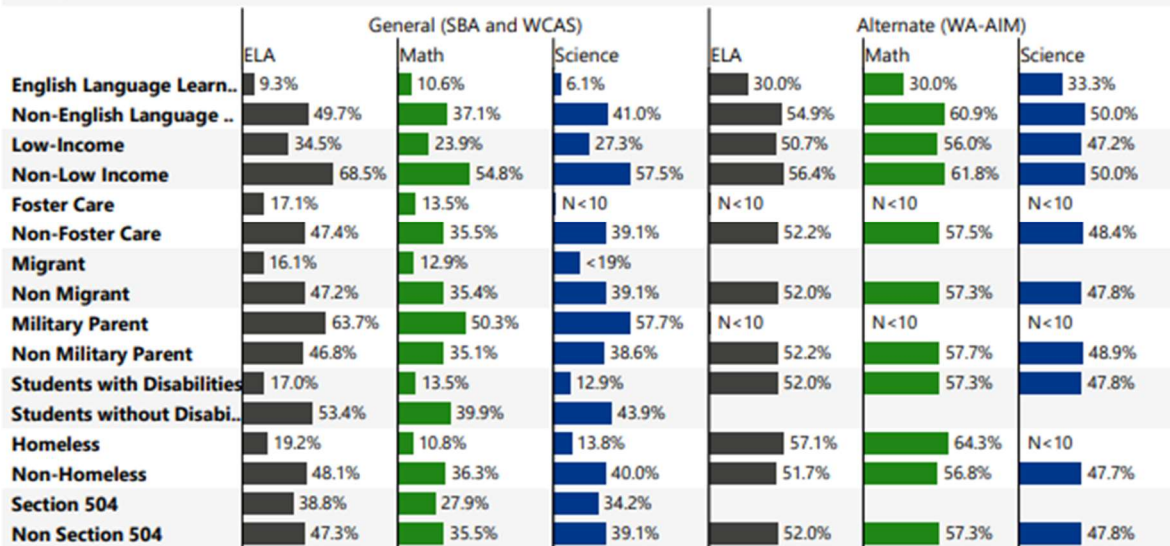
Gender



Ethnicity



Programs and Characteristics



Employment

Jobs Proximity Index

The HUD provided jobs proximity index quantifies the accessibility of a neighborhood as a function of its distance to all job locations within a core-based statistical area (CBSA), with larger employment centers weighted more heavily. A gravity model is used, where the accessibility of a residential block group is a summary description of the distance to all job locations, with the distance from any single job location positively weighted by the size of employment (job opportunities) at that location and inversely weighted by the labor supply (competition) to that location. Values are percentile ranked at the CBSA level with values ranging from 0 to 100. The higher the value, the better the access to employment opportunities for residents.¹⁹

The Jobs Proximity Index is one of the measures where people of color in most instances (except Asian/ Pacific Islanders below the poverty line) had higher or equivalent rates to white, non-Hispanics in Spokane. The HUD provided index used 2017 data²⁰, at which time the rate for white non-Hispanic people was 59 for the total white population and 71 for the white population below the poverty line. The corresponding rates for other races were: Black people (68.5 and 68.8); Hispanics (62.7 and 75); Asian and Pacific Islanders (63.1 and 65.5); and Native Americans (66.9 and 71.9). Non-white people in Spokane are more concentrated in central census tracts (East Central, etc.) rather than more remote tracts, which may explain the closer proximity to job locations. Notably, the index rates rose for all races when only measuring people under the poverty line, compared to the total population, possibly also explained by wealthier people able to live further from the City center.

(Spokane, WA CDBG) Jurisdiction	Jobs Proximity Index (2017)
Total Population	
White, Non-Hispanic	59
Black, Non-Hispanic	68.5
Hispanic	62.7
Asian or Pacific Islander, Non-Hispanic	63.1
Native American, Non-Hispanic	66.9
Pop. below fed. poverty line	
White, Non-Hispanic	71
Black, Non-Hispanic	68.8
Hispanic	75
Asian or Pacific Islander, Non-Hispanic	65.5
Native American, Non-Hispanic	71.9

¹⁹See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)* Data Documentation, Data Version AFFHT0006, July 10, 2020, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

²⁰HUD Map 8 – Race - AFFH Data and Mapping Tool, <https://egis.hud.gov/affht/> (Longitudinal Employer-Household Dynamics (LEHD) data, 2017).

Table 28 shows the estimated average travel time to work in WA, Spokane County, and City of Spokane. Across zip codes in Spokane, the average commute time ranged from 17 to 24 minutes, with 99208 having the longest commute time and 99202 the shortest.

Table 28 - Estimated average travel time to work in minutes, workers aged 16 yrs. or older (2018-2022)		
WA	Spokane County	Spokane City
27	22	21

Source: <https://www.policymap.com/newmaps#/>

Labor Market Engagement Index

While low income and BIPOC people may have close proximity to job centers, whether they are able to obtain those jobs is of concern, given the disparities in the Labor Market Engagement Index – see Table 29.

The HUD provided labor market engagement index describes the relative intensity of labor market engagement and human capital in a neighborhood, based on 2011-2015 ACS data. This is based upon the level of employment, labor force participation, and educational attainment in a census tract. The labor market index is a linear combination of three standardized vectors: unemployment rate, labor-force participation rate, and percent with a bachelor’s degree or higher. Values are percentile and range from 0 to 100. The higher the score, the higher the labor force participation and human capital in a neighborhood.²¹

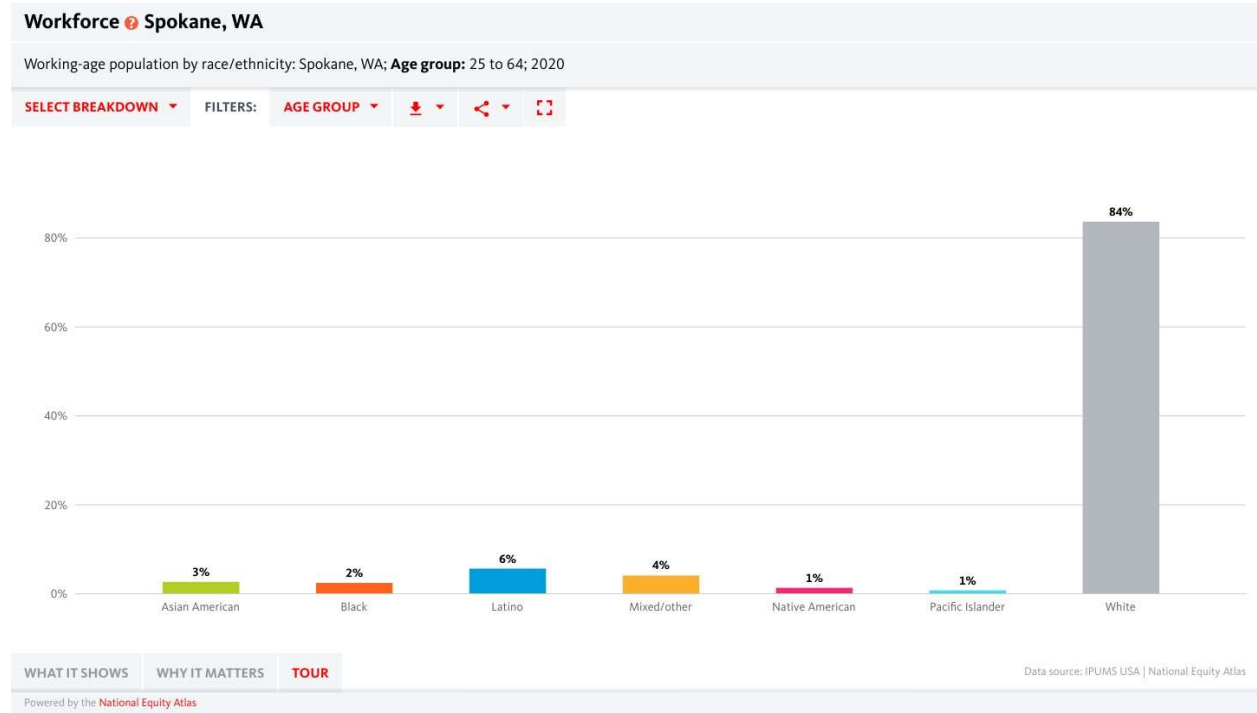
The labor market index for white, non-Hispanics, exceeded that for all other races, for both the total population (white, non-Hispanics: 45.6; blacks: 36.2; Hispanics: 38.3; Asian and Pacific Islanders: 39.9; and Native Americans: 33.1), and the population below the federal poverty line (white, non-Hispanics: 33.6; blacks: 30; Hispanics: 28.7, Asian and Pacific Islanders: 28; and Native Americans: 29.2).

Table 29	
(Spokane, WA CDBG) Jurisdiction	Labor Market Index (ACS 2011-2015)
Total Population	
White, Non-Hispanic	45.6
Black, Non-Hispanic	36.2
Hispanic	38.3
Asian or Pacific Islander, Non-Hispanic	39.9
Native American, Non-Hispanic	33.1
Pop. below fed. poverty line	
White, Non-Hispanic	33.6
Black, Non-Hispanic	30
Hispanic	28.7
Asian or Pacific Islander, Non-Hispanic	28
Native American, Non-Hispanic	29.2

²¹See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) Data Documentation*, Data Version AFFHT0006, July 10, 2020, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

In 2020 people of different races in Spokane were represented in the workforce population similar to their percentages in the general population. Graphic 7. However, the data does not indicate the types of employment obtained.

Graphic 7: Source: National Equity Atlas



Transportation

Several stakeholders who were interviewed identified the need to have affordable housing near public transportation. They cited transportation as a driving force for equity. Transportation centered housing, built along transit lines, is needed, so that renters don't have to travel great distances. One interviewee described having to walk ten blocks to the nearest bus line when they lived on the South Hill. Housing built away from transit is less affordable, centers on cars, is further from services, and causes sprawl.

Twenty-eight percent of survey responders selected "Public transportation – frequency or connections between housing and employment / education opportunities" in response to the question, "What are you most concerned about with respect to fair housing and access to housing opportunities in Spokane? Check your top concerns."

Transit Trips and Low Transportation Cost Indices

The HUD-provided Transit Trips Index is based on estimates of transit trips taken by a 3-person single-parent family with income at 50% of the median income for renters for the region (i.e., CBSA). The estimates come from the Location Affordability Index (LAI). The AFFH-T models annual transit trips for renters. Values are percentile ranked nationally, ranging from 0 to 100. The higher the value, the more likely residents in the neighborhood utilize public transit. The index controls for income such that a higher index value will often reflect better access to public transit.²²

The HUD-provided Low Transportation Cost Index is based on estimates of transportation costs for a 3-person single-parent family with income at 50% of the median income for renters for the region (i.e., CBSA). The estimates come from the Location Affordability Index (LAI). The AFFH-T models transportation costs as a percentage of income for renters. Neighborhoods are defined as census tracts. Values range from 0 to 100. The higher the value, the lower the cost of transportation in a neighborhood. Transportation costs may be low for a variety of reasons, including greater access to public transportation and the density of homes, services, and jobs in the neighborhood and surrounding community.²³

Similar to the Job Proximity Index, people of color had higher Transit Trip Index rates than white non-Hispanics in Spokane (based on 2012-2016 HUD-provided data), and people below the federal poverty line have higher rates than the total population. The greater use of public transit by low income and people of color may again be explained by the greater frequency that they reside in centrally located neighborhoods near bus lines, and also have lower income and personal wealth with which to purchase and maintain a private vehicle.

²²See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) Data Documentation*, Data Version AFFHT0006, July 10, 2020, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

²³Id.

Like the Job Proximity and Transit Trip Indexes, people of color had higher Low Transportation Cost Indexes (again based on 2012-2016 data). When only people below the poverty line are considered black and Asian or Pacific Islander have lower transportation cost indexes than white non-Hispanic people.

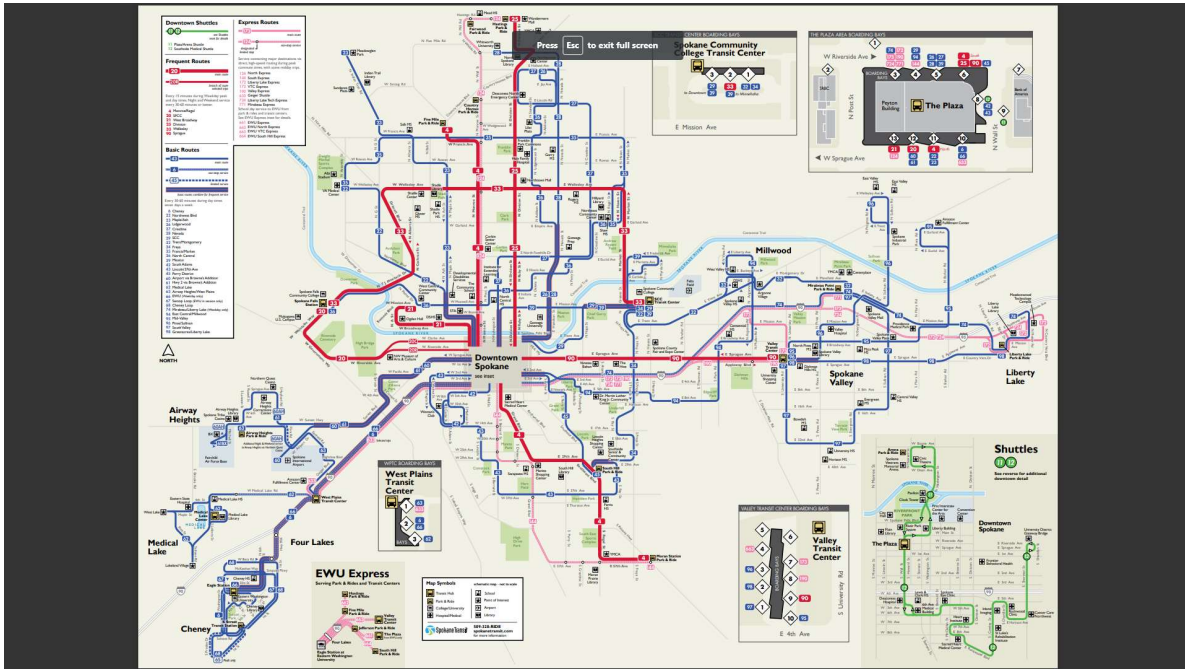
Table 30		
(Spokane, WA CDBG) Jurisdiction	Transit Trip Index	Low Transportation Cost Index
Total Population		
White, Non-Hispanic	66.8	49.1
Black, Non-Hispanic	72.8	54.7
Hispanic	69.2	52
Asian or Pacific Islander, Non-Hispanic	67.9	51.3
Native American, Non-Hispanic	71.3	55
Pop. below fed. poverty line		
White, Non-Hispanic	73.7	56.8
Black, Non-Hispanic	72.2	55.3
Hispanic	76.2	58.7
Asian or Pacific Islander, Non-Hispanic	72.9	55.4
Native American, Non-Hispanic	74.4	57.8
Location Affordability Index (LAI) data, 2012-2016		

Spokane Transit provides public transportation services through fixed route (bus) service, paratransit service and vanpool to the cities of Airway Heights, Cheney, Liberty Lake, Medical Lake, Millwood, Spokane and Spokane Valley and parts of the unincorporated County. Spokane Transit has 14 park and ride lots throughout the region.

All of Spokane Transit’s regular buses are fully accessible and equipped with ramps in order to board passengers who use wheelchairs.

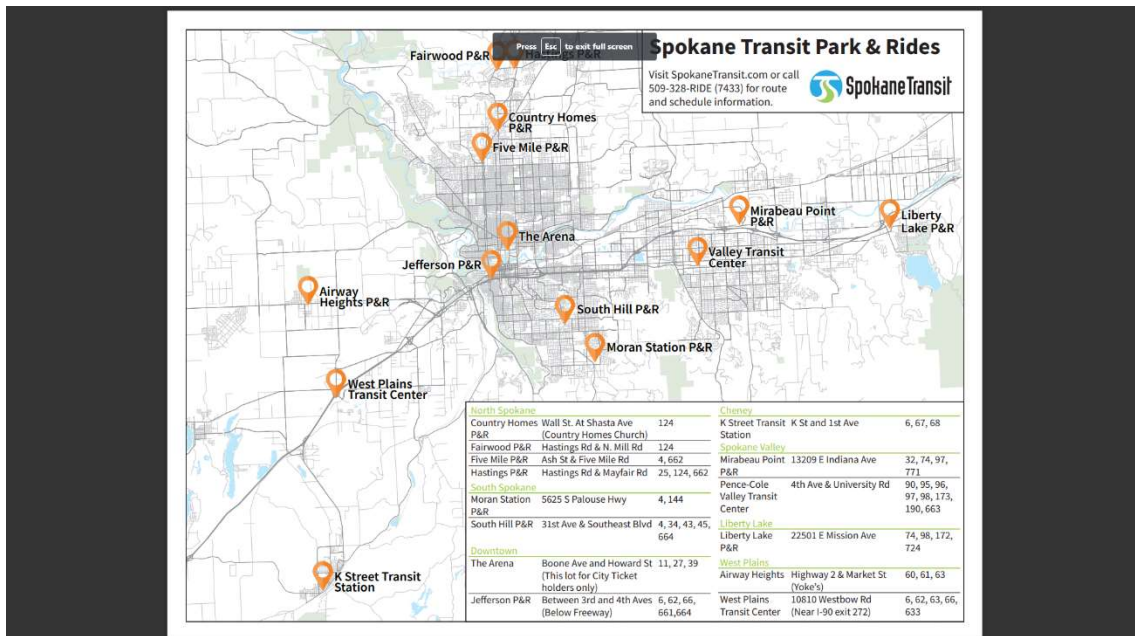
Paratransit is a wheelchair-accessible shared ride transportation service for individuals whose disability prevents them from using the regular fixed route buses. A person must be unable, because of a disability, to get to or from the bus stop, get on or off a lift or ramp equipped bus, or successfully travel by bus to or from the destination. An application for service is required. The application includes a section for verification of disability from a licensed medical or mental health professional.

Graphic 8 - STA System Map



Source: https://www.spokanetransit.com/wp-content/uploads/2022/08/SPO_MaG_system_2208_WEB.pdf

Map 37 – STA Transit Park & Rides



Source: <https://www.spokanetransit.com/wp-content/uploads/2022/09/20220912-Park-and-Ride-Map.pdf>

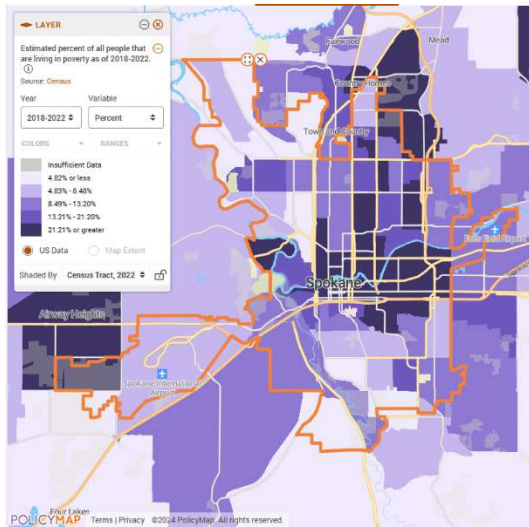
Access to Low Poverty Neighborhoods

Poverty Thresholds: The US Census Bureau uses income thresholds that vary by family size and composition to determine who is in poverty. If a family's total income is less than the family's threshold, then that family and every individual in it is considered in poverty. The official poverty thresholds do not vary geographically but are updated for inflation using the Consumer Price Index (CPI-U). The official poverty definition uses money income before taxes and does not include capital gains or noncash benefits (such as public housing, Medicaid, and food stamps). Income includes income of all related family members that live together.

As of 2022 the US Census data identified that 14.8% of Spokane residents live in poverty. Table 31. The rate of poverty varies considerably by census tract, with 53063010701 having a very low rate of less than 1%, and 53063002503 with a high of 50%. Table 31 and Map 40.

Table 31: Estimated percent of all people living in poverty - 2018-2022	
Spokane	14.8%
Selected Census Tracts	Percent
53063010701	1%
53063001100	3.2%
53063004900	4%
53063004300	4.3%
53063002100	4.4%
53063000000	4.5%
530630 04300	4.3%
53063002600	21.6%
53063000302	21.9%
53063001400	22%
53063011203	22.5%
53063003100	23.3%
53063003601	24.8%
53063003000	28.4%
53063000202	29.5%
53063011104	30.7%
53063002000	32.8%
53063001600	32.9%
53063002502	38%
53063014500	41.7%
53063002400	43.6%
53063003500	47.8%
53063002501	48.2%
53063002503	50.2%

Source: <https://www.policymap.com/newmaps#/>



Map 38
 Estimated percent of all people living in poverty 2018-2022

Source: <https://www.policymap.com/newmaps/>

Non-white people are on average more likely to live in poverty throughout the City than white people. In Spokane, 21.8% of Black people, 36.7% of Native Americans / Alaska Natives, 29.1% of Hawaiian Native and Pacific Islanders, 17.9% Hispanics, 15.1% of Asians, and 13.6% of whites live below the poverty level. (Estimates for 2018-2022).

Table 32 - Estimated percent of people by race and ethnicity that are living in poverty 2018-2022							
All	White	Two or more races	Black or African American	Hispanic / Latino	American Indian / Alaska Native	Asian	Native Hawaiian & Other Pacific Islander
14.8%	13.6%	16.8%	21.8%	17.9%	36.7%	15.1%	29.1%

Source: <https://www.policymap.com/newmaps/>

Low Poverty Index

The low poverty index provided by HUD identifies poverty by census tract. Values range from 0 to 100. The higher the score, the less exposure to poverty in a neighborhood.²⁴

As of the most recent HUD-provided data (2011-2015 ACS) white non-Hispanics had a higher poverty index (less likely to live in low poverty neighborhoods) in Spokane compared to black, Hispanic, Asian, Pacific Islander, and Native American Spokane residents. These disparities persisted even when only measuring the population below the federal poverty line. Table 33. Black non-Hispanics and Native American were most likely to live in low poverty areas. When only people below the poverty line were considered Hispanic and black people were most likely to live in low poverty areas.

²⁴See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) Data Documentation*, Data Version AFFHT0006, July 10, 2020, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

Table 33	
(Spokane, WA CDBG) Jurisdiction	Low Poverty Index (2011 – 2015 ACS)
Total Population	
White, Non-Hispanic	42.6
Black, Non-Hispanic	31.1
Hispanic	35.8
Asian or Pacific Islander, Non-Hispanic	37.7
Native American, Non-Hispanic	30
Pop. below fed. poverty line	
White, Non-Hispanic	29.1
Black, Non-Hispanic	23.6
Hispanic	23
Asian or Pacific Islander, Non-Hispanic	28
Native American, Non-Hispanic	27.2

Source: HUD AFFH-T Map 12, Data from Census 2010, ACS 2011-2015

In Spokane, in 2022:

- 24% of female-headed family households (no spouse present) lived in poverty. Table 34.
- 26% of people with disabilities lived in poverty.
- 16% of children lived in poverty.

Table 34 – People In Poverty in Last 12 Months - 2022: ACS 5-Year Estimates	
Selected Characteristic	%
People in poverty	14.8%
Female	15.9%
Male	13.7%
Children under 18 years	16.1%
People 65 years old and over	10.9%
People 18 to 64 years below poverty	15.4%
With any Disability	26%
No Disability	12.6%
Living Arrangement: In Family Household, Female householder, No spouse present	24.1%

Access to Environmentally Healthy Neighborhoods

Environmental Health Index

The HUD-provided environmental health index summarizes potential exposure to harmful toxins at a neighborhood level. The index is a linear combination of standardized EPA estimates of air quality carcinogenic, respiratory, and neurological hazards with indexing census tracts. Values range from 0 to 100. The higher the value, the less exposure to toxins harmful to human health, and the better the environmental quality of a neighborhood.²⁵

The most recent Environmental Health Index available from HUD relied on 2014 National Air Toxics Assessment (NATA) data. The values for white non-Hispanics for the total population and those under the federal poverty line were slightly higher than all other races, except Asian and Pacific Islanders in the instance of those below the poverty line. Of concern, however, is that the Index rates for all races were only in the single digits, indicating high rates of exposure to unhealthy toxins in Spokane.

Table 35	
(Spokane, WA CDBG) Jurisdiction	Environmental Health Index
Total Population	
White, Non-Hispanic	7.1
Black, Non-Hispanic	5.9
Hispanic	6.1
Asian or Pacific Islander, Non-Hispanic	6.3
Native American, Non-Hispanic	5.2
Pop. below fed. poverty line	
White, Non-Hispanic	5.1
Black, Non-Hispanic	4.8
Hispanic	4.5
Asian or Pacific Islander, Non-Hispanic	6.2
Native American, Non-Hispanic	4.9

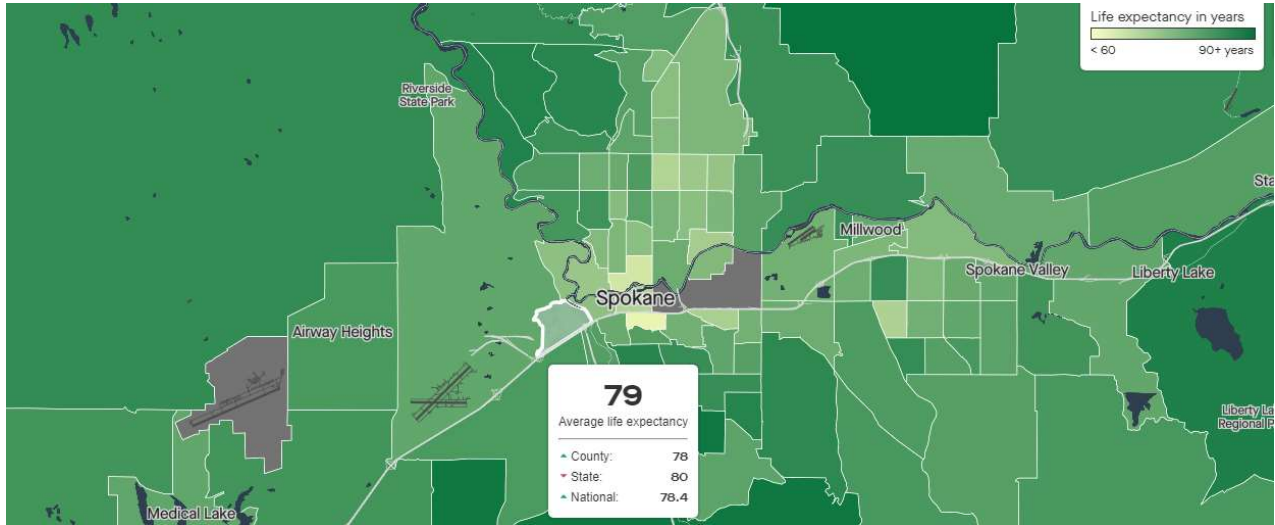
Life Expectancy

The 2020 life expectancy of a white person in Spokane County (78 yrs.) was more than 4 years longer than that of a Black person (73.7 yrs.) and more than 7 years longer than that of an American Indian / Alaska Native indigenous person (70.6) according to the Spokane Regional Health District (SRHD). Source: <https://countyhealthinsights.org/county/spokane/indicators/life-expectancy/>

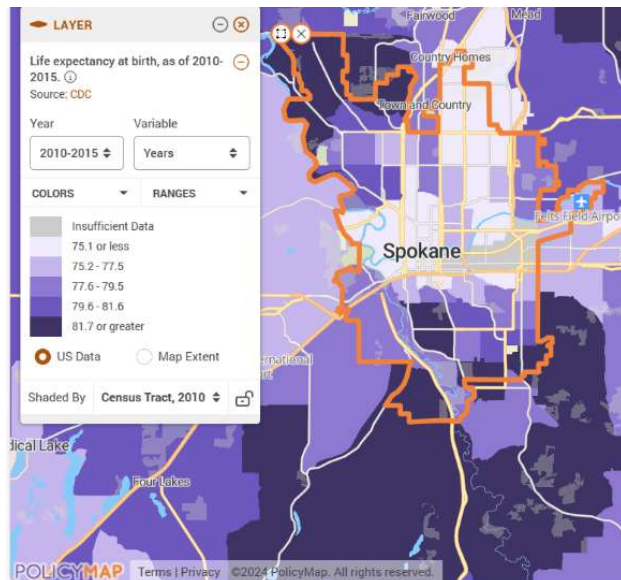
²⁵ See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T)* Data Documentation, Data Version AFFHT0006, July 10, 2020, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research.

The zip code that one resides in makes a difference for quality and longevity of life. The Centers for Disease Control released detailed data on life expectancy for 90% of the census tracts in the United States. Map 39 was generated from a website that utilized the CDC data and allows searches on specific communities to determine neighborhood life expectancies. The overall Spokane County life expectancy for the reported period was 79 years. The darker a census tract is shaded, the greater the life expectancy. The lightest tracts on the map had life expectancies of 66 (Tract 300-3200), 68 (SE West Central), 71 (300-3400), and 72 (East Central and Bemiss) years, while the South Hill had a life expectancy of 81 years.

MAP 39 –AVERAGE LIFE EXPECTANCY



Source: Quartz: <https://qz.com/1462111/map-what-story-does-your-neighborhoods-life-expectancy-tell/>



MAP 40 Life Expectancy Spokane, WA 2010 – 2015

The darkest tracts have the highest life expectancy (81.7 years or more). The lightest tracts on the map have life expectancies of 75.1 or less.

Source: <https://www.policymap.com/maps>

Table 36 – Life Expectancy at Birth –Spokane – Selected Tracts (2010-2015)

Tract ID	Age	Tract ID	Age	Tract ID	Age
53063003000	71.5	53063003200	66	53063003500	70.8

Access to Other Assets

Access to Technology / Telecommunications

Community survey participants and organization interviewees expressed concerns about lack of technology access or knowledge being barriers to housing access for protected classes.

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Many landlords work with online systems to apply and screen tenants, many who are elderly, disabled, or homeless cannot access these systems. If they do access and apply, once moved in they struggle to pay through the online portals and run risks of getting late fee's due to inability to use technology.</i>
<i>online only applications</i>

Based on census data, most households in Spokane do have high access to household computers of any type (>94%), smartphones (>88%), and broadband internet access (90.5%). Table 37. Broadband internet subscription rates are similar for white non-Hispanics, black and African Americans, Asians, and Hispanic and Latinos (93.4% – 95.5%). American Indian and Alaska Native households have the lowest broadband subscription rate (88.4%), and Native Hawaiian and other Pacific Islander households have the highest broadband subscription rate (99.1%).

Data was not reported for income or disability, however, based on anecdotal accounts of stakeholder interviewees, and reports during intake conducted by NWFHA, it is likely that technology can be a barrier for people with certain disabilities, and perhaps also people with fewer financial resources.

Table 37 - Computer and Internet Use 2018 – 2022									
	WA	Spokane Co.	Spokane						
Race or Ethnicity:	All	All	All	White Non-Hispanic	Black or African Amer.	Asian	Amer. Indian or Alaska Native	Native Hawaiian or Pac. Islander	Hispanic or Latino
Households with any type of computer	96	95	94						
Households with a desktop or laptop	86	82.2	80						
Households with a smartphone	91	89.1	88						
Household Internet Access:									
Dial Up Only				.1	0	0	0	0	0
Broadband	92	90.7	91	93.4	94.8	93.4	88.4	99.1	95.5
No Internet Access	6	7	7	6.5	5.2	6.6	11.6	.9	4.5

Barriers that Deny Individuals with Disabilities Access to Opportunity

Describe the barriers that deny individuals with disabilities access to opportunity and community assets in the geographic area of analysis

The Fair Housing Act (FHA) was amended in 1988 to include protections for individuals with disabilities (“handicap is used in the FHA, but “disability” has come into usage as a preferred term). It is unlawful to discriminate in rental or to otherwise make unavailable or deny a dwelling to any renter because of a handicap of:

- that renter,
 - a person residing in or intending to reside in that dwelling after it is rented or made available, or
 - any person associated with that renter.
- “Handicapped” means:
- a physical or mental impairment which substantially limits one or more of such person’s major life activities;
 - a record of having such an impairment; or
 - being regarded as having such an impairment.

Discrimination based on disability includes:

- Refusing to make reasonable accommodations in rules, policies, practices or services
- Refusing to allow a person with a disability to make reasonable modifications
- Failing to meet disability design and construction access requirements

89% of all survey participants recognized disability as a protected class.

Accessible Housing

Fair Housing Act Design and Construction Requirements

Physically inaccessible properties limit the housing choices of individuals with disabilities. They may be discouraged from applying to rent a unit, may not have full use of their unit, or may have to endure minor to major inconveniences that other tenants do not. To address these concerns, the federal Fair Housing Act requires that multi-family dwelling complexes constructed for first occupancy on or after March 13, 1991 comply with 7 accessibility requirements. Buildings that meet the following criteria must comply with the FHA accessibility requirements:

- Have 4 or more dwelling units
- Have been built for first occupancy after March 13, 1991
- Have at least one dwelling unit actually occupied
- Have had a certificate of occupancy issued

If a building meets these criteria, then all dwelling units in buildings with one or more elevators, and all ground floor dwelling units in other buildings, must meet the seven accessibility requirements. Examples of covered buildings include: single-story townhouses, vacation timeshare units, college dormitories, apartments, and condominiums. Multistory dwelling units are not covered unless the building has an elevator, in which case the primary entry level is covered. The seven FHA accessibility requirements are:

1. Accessible Building Entrance on an Accessible Route, 2. Accessible and Usable Public and Common Areas, 3. Usable Doors, 4. Accessible Route Into and Through the Covered Dwelling Units, 5. Light Switches, Electrical Outlets, Thermostats and Other Environmental Controls in Accessible Locations, 6. Reinforced Walls for Grab Bars, and 7. Usable Kitchens and Bathrooms

To assist developers of multi-family housing comply with the FHA accessibility requirements, HUD issued a Fair Housing Act Design Manual (FHADM) in 1996. The FHADM includes:

- Fair Housing Accessibility Guidelines (March 6, 1991, 56 F.R. 9472-9515, 24 CFR Ch.I, Subch.A, App.II & III). Compliance with the Guidelines provides a safe harbor for compliance with the Fair Housing Act. The Guidelines reference the 1986 ANSI A117.1 American National Standard for Buildings and Facilities as an acceptable standard to meet; or an equivalent or stricter standard (e.g. 1992 CABO/ANSI).
- Supplement to Notice of Fair Housing Accessibility Guidelines: Q & As About the Guidelines (59 F.R. 33361-33363 (6/28/94), 24 CFR Ch. 1, SubCh. A, App. IV.

On April 30, 2013, US Depts. HUD and DOJ issued joint guidance, *Accessibility (Design and Construction) Requirements For Covered Multifamily Dwellings under the Fair Housing Act.*²⁶ The guidance includes a list HUD-recognized “safe harbors” for compliance with the Fair Housing Act’s design and construction requirements.

Additionally, affordable housing subject to Sec. 504 of the Rehabilitation Act must include a percentage of units accessible for individuals with physical mobility impairments and units accessible for individuals with hearing or vision impairments.

Enforcement of Accessibility Design and Construction

The Fair Housing Act does not require local governments to ensure compliance with federal law. However, it is the policy of HUD to encourage States and units of general local government to include, in their existing procedures for the review and approval of newly constructed covered multifamily dwellings, determinations as to whether the design and construction of such dwellings are consistent with the FHA design and construction requirements. Determinations of compliance or noncompliance by a State or a unit of general local government are not conclusive in enforcement proceedings under the Fair Housing Act. 44 FR 9502 (March 6, 1991).

The State Building Code is to be enforced by Counties and Cities. RCW 19.27.050. Effective 7/1/20, WA adopted the 18th ed. of the IBC (WAC 51-50-003), which HUD has recognized as a safe harbor. In 2023 WA adopted the 21st ed. of the IBC, which HUD has not yet approved as a safe harbor. Any covered new multi-family housing built in Spokane should be in compliance with the Fair Housing Act to the extent it meets the requirements of the 18th ed. of the IBC. Despite the fact that the FHA design and construction requirements have been in existence for over 30 years, and significant litigation has occurred involving the Fair Housing Act accessibility requirements in Washington and the nation, multi-family complexes are still being built in non-conformance with the law in Spokane County.

²⁶<https://archives.hud.gov/news/2013/JOINTSTATEMENT.pdf>

Housing Accessibility in Spokane

Single-family housing is generally not accessible to persons with disabilities unless state or local law requires it to be accessible or the housing is part of a HUD-funded program or other program providing for accessibility features. Thus, people with physical disabilities are likely to have less opportunity to reside in single-family housing zones in Spokane. Since the Fair Housing Act requires that most multifamily properties built after 1991 meet federal accessibility standards, multifamily housing built after this date, if built in compliance with federal law would meet a minimum level of accessibility. People with disabilities are therefore more likely to reside in zones that permit multi-family housing, in properties developed after 1991.

In July 2014, SHA completed a program review/ unit accessibility review, to assess compliance with Sec. 504 requirements. At the time of the report, SHA managed 25 substantially accessible units (3% of total units). SHA set a goal for all properties to provide at least 5% accessible units. Since the review SHA converted 139 units to meet section 504 standards, including 11 units at Valley 206 in Spokane Valley.

When asked, “What are you most concerned about with respect to fair housing and access to housing opportunities in Spokane? Check your top concerns”, 40% of all survey responders selected “Accessibility of rental properties for individuals with disabilities.”

When asked if survey responders were aware of any housing practices in Spokane that are barriers to equal and full access to housing, survey responder narrative comments included the following:

Survey Narrative Responses
<i>Accessible units for those that live with disabilities.</i>
<i>There are always issues with accessibility issues, and other barriers because we simply do not have sufficient housing to overcome the ability to use barriers when there are more people that units available.</i>

Stakeholder interviewees also shared concerns about the insufficient amount of accessible housing in Spokane. The need for more accessible units in new construction was commonly cited by interviewees.

Some stakeholder interviewees feel that Spokane should aspire to the goal of “universal design” in new construction, which means environments and amenities usable by all people, to the greatest extent possible, without requiring adaptation or specialized design.

The length of waitlists for accessible units in publicly supported housing and the lack of available accessible units in non-publicly supported housing available to HCV participants are major barriers to accessing housing for people with disabilities.

Similarly, while housing providers that are not federally subsidized must allow people with disabilities to make reasonable modifications to their units at the resident’s own cost, due to many people with disabilities having very low income, modifications often go unmade, even when permission is granted to make them.

Other Barriers to Opportunity for People with Disabilities

Housing Choice Voucher Acceptance

Sixty-eight percent of SHA HCV participants have a disability. The majority of these are single person households (76.2%). There is a shortage of available subsidized accessible units and private market units which will accept HCVs.

Zoning and Siting

Most accessible units will be in newly constructed multi-family housing, due to the requirements and exemptions in the Fair Housing Act for design and construction. People with disabilities are thus often limited to residing in rental units in zones which allow multi-family housing.

Transportation

People with disabilities are also often dependent upon public transportation, which further limits housing choice to regions of the County where they can access public transportation.

Reasonable Accommodations To Remove Barriers

A reasonable accommodation is a change, adaptation or modification to a policy, program or service, which will allow a person with a disability to use and enjoy a dwelling. An accommodation request must be granted when a person has a disability, there is a nexus between the disability and the accommodation requested, and the accommodation is reasonable. To prove that an accommodation is necessary, a person must show that, but for the accommodation, they likely will be denied an equal opportunity to enjoy the housing of their choice. *Giebeler v. M&B Assocs.*, 343 F.3d 1143, 1155 (9th Cir. 2003). An accommodation need not be granted if it would pose an undue financial and administrative burden on the housing provider (considering cost, financial resources of housing provider, benefits of the accommodation to tenant, and availability of alternative accommodations); or if it would fundamentally alter the nature of the housing provider's operations.

NWFHA assists households with 150-200 reasonable accommodation and modification requests per year, mostly in Spokane County. NWFHA's services are free to the public.

Spokane Housing Authority received 432 and 173 requests for accommodation from voucher program participants in 2021 and 2022 respectively. The majority were for extension of the time limit to find housing and place the voucher (69% in 2021 and 42% in 2022), and for additional bedrooms (22% in 2021 and 29% in 2022). Tables 38 and 39.

Spokane Housing Authority received 58 and 70 requests for accommodation from residents residing in properties it manages in 2021 and 2022 respectively. The majority were for assistance animals (52% in 2021 and 53% in 2022) and physical modifications (14% and 19%). Tables 40 and 41

Table 40 - Reasonable Accommodation Requests to SHA Property Management (2021)

	#	%
ADA Unit	1	1.7%
Additional Bedroom	1	1.7%
Assistance Animal	30	51.7%
Ground Level Unit	2	3.4%
Guests	1	1.7%
Hearing	1	1.7%
Keys	9	15.5%
Live in Aide	1	1.7%
Physical Modifications	8	13.8%
Reserved Parking	4	6.9%
Total	58	100%

Table 39 - SHA Reasonable Accommodation Requests for HAP Department – Voucher Program (2022)

	#	%
Additional Bedroom	50	28.9%
Exception to Payment Standard	10	5.8%
Informal Hearing / Regaining Assistance	8	4.6%
Live In Aide	11	6.4%
Modifications	1	0.6%
Placed on Waitlist	4	2.3%
Port	1	0.6%
Renting from Relative	7	4%
Shared Housing	4	2.3%
Shorter Lease	4	2.3%
Voucher Extension	73	42.2%
Total	173	100%

Table 38 - SHA Reasonable Accommodation Requests for HAP Department – Voucher Program (2021)

	#	%
Additional Bedroom	94	21.8%
Exception to Payment Standard	9	2.1%
Informal Hearing / Regaining Assistance	3	0.7%
Live In Aide	16	3.7%
Modifications	0	0%
Placed on Waitlist	0	0%
Port	1	0.2%
Renting from Relative	3	0.7%
Shared Housing	1	0.2%
Shorter Lease	3	0.7%
Voucher Extension	302	69.9%
Total	432	100%

Table 41 - Reasonable Accommodation Requests to SHA Property Management (2022)

	#	%
ADA Unit	2	2.9%
Additional Bedroom	1	1.4%
Assistance Animal	37	52.9%
Bed Removal	1	1.4%
Delay of Fees	2	2.9%
Ground Level Unit	2	2.9%
Guests	1	1.4%
Hearing	1	1.4%
Keys to Common Area	1	1.4%
Live in Aide	6	8.6%
Packing Assistance	1	1.4%
Physical Modifications	13	18.6%
Reserved Parking	2	2.9%
Total	70	100%

Forty-seven percent of housing provider survey responders have received a reasonable accommodation or modification request from a person with a disability.

Housing provider survey participants shared as narrative responses that they had received the following reasonable accommodation requests:

Survey Narrative Responses
Have you ever received a reasonable accommodation or modification request from a person with a disability?
<i>RA for section-8 housing subsidy to pay more for rent due to necessity of that housing location for the tenant</i>
<i>I am the president of the Tenant Union in the building. I have assisted in bringing requests from tenants to the attention of management.</i>
<i>N/a - but I have helped people request them</i>
<i>If one we could not help with is considered reasonable, WE have people ask to move in in wheelchairs. Our houses are not ADA compliant and include many stairs. We would like to help but just cannot</i>
<i>Accommodations - Change of rental payment dates due to fixed-income payments; assistance animals; moving a parking space; moving tenant from upper floor to ground floor when availability arises. Modifications - Wheelchair ramps; removal of shrubs to make access easier; grab bars in showers and around toilets.</i>
<i>One was reasonable, but the other two were so far unreasonable I would have rather sold my rental than accommodate.</i>
<i>I helped clients write and submit these to there landlords, property managers</i>
<i>To remove doors for wheelchair accessibility. Installation of grab bars in bathrooms, baths, and showers</i>
<i>Assistance animal, live in aid, Unit Transfer</i>

Assistance Animals

A prevalent type of reasonable accommodation request is for a person with a disability and disability-related need for an animal to have an animal as an exception to a no-pets, no-animals, policy. While housing providers can exclude or limit pets (animals not needed for disabilities), when “no pets” policies, or requirements for pet fees, pet rent, pet deposits, or pet insurance are unlawfully applied to people with disabilities who need an animal for their disability, this is a barrier for people with disabilities being able to use and enjoy their dwelling.

While it is unlawful to charge pet rent for an animal needed for a disability, one tenant advocate interviewee believes that pet rent (amounts typically charged monthly in addition to a deposit), should be eliminated as they are a huge barrier encountered by people with disabilities who need animals for their disabilities. Failed Senate Bill 6064, introduced during the 2024 WA legislature, would have capped pet deposits at \$150 and outlawed pet rent.

Discrimination Based on Disability

Community housing provider / advocate survey responders who believe they have witnessed illegal discrimination by someone in their industry against someone attempting to rent a dwelling unit made the following comments about disability discrimination as survey narrative responses:

Survey Narrative Responses
<i>Property management attempted to evict a person who was slightly behind rent during a mental health crisis. Other tenants in the building were significantly farther behind in rent and were not noticed. Management did not like the tenant's behaviors due to mental health crisis, although none were criminal or endangered the safety or security of the property.</i>
<i>My former neighbors were treated poorly by our then-landlord due to disability. The landlord didn't give me a key for the front door. Instead of procuring me a key, the building manager told the downstairs neighbors not to lock the front door (this is a neighborhood where everyone wants their doors locked). My neighbor had memory issues and kept locking the door. When I came home late one night and had to call for an emergency unlock from maintenance, the building manager billed my neighbor for it because she'd forgotten to leave the door unlocked.</i>

Community housing consumer / advocate survey responders included the following narrative comments about reported or experienced disability housing discrimination:

Selected Survey Narrative Responses
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
<i>Not accommodating to ADA laws</i>
<i>Discrimination based lack of accessible/reasonable accommodation units...</i>
<i>Landlords refusing deposit/first month rent payments from FCS TAP or other rental assistance programs for people with disabilities.</i>
<i>a tenant's disability status and refused to make the request reasonable accommodation.</i>
<i>Single mothers of disabled children.</i>
<i>Disability</i>
<i>Landlord appears to communicate about tenants they like, but not tenants they don't like. For example, a client that was on track for being evicted due to numerous lease violations was not at risk because landlord said "the unit is always clean when I go there". Another tenant with fewer lease violations was told they are being evicted, because "they used to have problems keeping the unit clean." We helped client get a caregiver and the unit was clean every time the housing specialist went there. Landlord appeared to be making a decision about which tenant to evict based on past mental health or disability issues that were currently resolved.</i>

I believe I have been illegally discriminated against while renting in Spokane (e.g., treated differently because of my protected class, harassed because of my protected class, etc.)

Having special needs children created a problem with another tenant. The property manager didn't attempt to accommodate us by giving us a ground floor unit. We had to move to another property. ...

If you believe that discrimination occurs in the rental of housing in Spokane, why do you believe it most often occurs?

Landlords sometimes says "I only rent to people with jobs", "I only rent to people who can take care of themselves (i.e. no one with an in-home caregiver or housing advocate), intentionally raising rent to be too high for Section 8 voucher budget every time HUD increases the budget, requiring income to be 3 or 4 times the rent even though the person has established excellent history of paying rent on less income before this became a common rule. May elderly have not encountered this rule before and are surprised when they try to move on SSI or SSD..

Residents of Publicly Supported Housing

In what ways do residents of publicly supported housing, by protected class group, experience disparities in access to opportunity and community assets?

People with disabilities, Black and African American, and Native American, Alaska Native, Indigenous people are disproportionately participating publicly supported housing programs. Barriers to accessing or utilizing these programs, such as housing choice voucher rates not keeping up with rising rental rates, or source of income discrimination against voucher holders, will be experienced disproportionately by these groups.

Housing Choice Vouchers

Too Few, Not Accepted, and Falling Behind Actual Rents

Multiple concerns about housing choice vouchers were shared by survey responders, stakeholder interviewees, and public meeting attendees.

- There are not enough to meet need and demand. The majority of those who would be eligible don't receive one.
- Even if someone is fortunate to have a voucher, the standard payment often does not cover the actual rent being charged for rental units. This makes it difficult to find housing that where the voucher can be used; and if an in-place tenant's rent is raised above the standard after the initial lease and SHA Housing Assistance Payment (HAP) contract ends, the tenant has to find new housing with rent that the voucher will cover.
- Finally, despite state and local source of income protections, refusal to accept housing vouchers is a prevalent complaint.

Survey participant narrative responses reported many concerns about vouchers, including not enough available, landlords refusing to accept them, and the amount of the voucher not being enough to cover rising rental rates:

Selected Survey Narrative Responses

What are you most concerned about with respect to fair housing opportunity in Spokane?

Discrimination include ... and landlords discriminating against vouchers

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

Most commonly the folks we're trying to help rent a place with a voucher hear that the place doesn't take Section 8 vouchers or will be discouraged from applying if they have a voucher because management / landlords tell them they won't be approved for the place when other folks don't have vouchers.

Landlords denying tenancy to someone with a Section 8 voucher unless they also have a co-signer. They indicated all tenants with low income are required to have a co-signer, but this person's rent voucher does not seem to have been included in their income calculation. They are not refusing the rent subsidy. They are claiming the person's income is not high enough.

I have specifically called on a private landlord's home to rent for a voucher holder and was told "I will not rent to anyone with a voucher." I reported this, but because my client (who was homeless and desperately seeking housing) didn't want to fight for the unit, there was nothing that could be done. Landlords are able to say these things and get away with it, especially private one's

I believe I have witnessed illegal discrimination by someone in my industry against someone attempting to rent a dwelling unit, because of their protected class.

A property manager telling tenants they would not take section-8

Income discrimination (we don't work with vouchers etc.)

I have been discriminated against because I am on housing.

I tried to help a friend find an apartment and he was openly told by landlords that they don't take vouchers.

the way potential tenants are spoken to by landlords/property management when looking for a place to rent with housing assistance

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

Lack of vouchers

Landlords not accepting vouchers

lack of vouchers for immigrant and justice involved populations

Not firsthand knowledge but have seen how difficult it is for people to find affordable housing for low income or section 8 housing

making apartment complexes required to take section 8 would help things be a little more equal.

Once vouchers increase in price, the average rent amounts also increase. There was a short amount of time with the Emergency Housing Vouchers (EHV's) where it was easy enough to find an apartment with a voucher but unfortunately rent is increasing too rapidly. Part of the issue of access to housing is how exceedingly difficult it is to obtain a Housing Voucher due to SHA being so far behind year round. Someone may have their voucher but then payments aren't being made by SHA in a reasonable amount of time. Let alone the inspection times which used to only be about a week but have since increased. The voucher renewal process usually results in "lost

paperwork" and extreme delays jeopardizing people maintaining their housing. It is astonishing how SHA remains unchecked so often when it comes to providing timely service to the community. I have seen many people lose housing opportunities and current housing due to their poor organization, paperwork, and processes. All of the above reasons cause landlords to not want to accept vouchers. Much of the time, they will say people are denied for credit even though they had already passed once they find out a voucher is involved. This is both due to SHA's poor practices and a bias landlords have towards voucher holders.

Landlords still regularly screen out potential tenants with housing vouchers, intentionally price units just outside of the voucher payment standard

I know certain apartments create loopholes to deny section 8 vouchers among many other tricks to discourage protected classes from applying and gaining housing.

Extreme shortage of vouchers. Denial of housing vouchers by landlords.

Even if they get a housing voucher, this does not assist with move in costs of deposit, first months, and last month's rent, plus fee's. I have also noticed that as SHA raises their budgets for the voucher, landlords raise their rents to above the budget, even if the unit is not "worth" that much. I feel this is to intentionally dodge Voucher Holder's leasing up their premises.

voucher, sources of income

Housing provider perceptions of and or negative experiences with voucher and public assistance subsidy programs or program participants may discourage housing providers from accepting subsidies.

Survey Narrative Responses

If you have accepted a voucher (section 8, VASH, etc.) or other subsidy (HEN, etc.) from a tenant, how would you describe the experience(s)?

Temporary programs that run out of funding for tenants can be difficult to navigate

I am currently waiting for 3 months for a HEN voucher. The person is lucky we haven't kicked him out because he would be homeless

Generally a negative experience from one of many angles: 1) Eventual non-payment issues from tenants; 2) More damage to the properties from subsidized tenants; 3) Regulatory and administrative burden; 4) Legal liability for not doing exactly what the agency, tenant or tenant advocate thinks we should be doing and getting lawyers involved. I have had some positive experiences as well, and had some high quality tenants use these programs, but the system in general is broken and getting worse, much like society in general.

Access to Affordable Housing Opportunities

Describe the availability of affordable housing opportunities that are **affordable** to families, by **protected class group**

Income

Measures of Income

Income directly affects whether someone is housing cost burdened or able to qualify for publicly supported housing with income restrictions.

Median Household Income

The median household income in Spokane in 2022 was \$63,316. Median household income includes all households, singles and families.

Median Income	Percentage of All Households
Less than \$10,000	5.1%
\$10,000 to \$14,999	5.5%
\$15,000 to \$24,999	7.7%
\$25,000 to \$34,999	8.5%
\$35,000 to \$49,999	12.8%
\$50,000 to \$74,999	18.6%
\$75,000 to \$99,999	13.3%
\$100,000 to \$149,999	16%
\$150,000 to \$199,999	6.1%
\$200,000 or more	6.4%

Median Earnings

The median earnings for full-time year-round workers in Spokane was \$53,874 (2018-2022). Median earnings for males working full-time, year-around was 16% higher than that for full-time working female workers. Table 43.

Median earnings workers full-time, year-round workers	\$53,874
Median earnings male	\$57,077
Median earnings female	\$49,268

Source: 2018—2022 ACS 5-Year Narrative Profile, Spokane

Median Family Income

Median family income includes only households defined by the census as families by relationships, marriage or the presence of children.

Median family income in Spokane was \$89,000, higher than median household income (\$63,316) (which may be due to more multiple incomes).

HUD publishes annual income thresholds, which are limits based on percentages of median family income. Median family income for FY2023 for the Spokane, WA HUD Metro FMR Area was \$89,000. The FY23 income thresholds for a family of 3 were: \$64,100 (Moderate Income (80% AMI), \$48,060 (“Low Income” (60% AMI)); \$40,050 (“Very Low (50% AMI)); and \$24,050 (“Extremely Low” (30% AMI)).

Table 44: HUD MEDIAN FAMILY INCOME (MFI) LIMITS 2023
(use for City HHAA, 1406/1590 AHTF, HOME, & CDBG)²⁷

(Effective 6/15/2023) Median Income for Spokane is \$89,000

HH Size	100% MFI		80% MFI (Moderate Income)		60% MFI (Low Income)		50% MFI (Very Low Income)		30% MFI (Extremely Low Income)	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	\$62,300	\$29.95	\$49,850	\$23.97	\$37,380	\$17.97	\$31,150	\$14.98	\$18,700	\$8.99
2	\$71,200	\$34.23	\$57,000	\$27.40	\$42,720	\$20.54	\$35,600	\$17.12	\$21,400	\$10.29
3	\$80,100	\$38.51	\$64,100	\$30.82	\$48,060	\$23.11	\$40,050	\$19.25	\$24,050	\$11.56
4	\$89,000	\$42.79	\$71,200	\$34.23	\$53,400	\$25.67	\$44,500	\$21.39	\$26,700	\$12.84
5	\$96,200	\$46.25	\$76,900	\$36.97	\$57,720	\$27.75	\$48,100	\$23.13	\$28,850	\$13.87
6	\$103,300	\$49.66	\$82,600	\$39.71	\$61,980	\$29.80	\$51,650	\$24.83	\$31,000	\$14.90
7	\$110,400	\$53.08	\$88,300	\$42.45	\$66,240	\$31.85	\$55,200	\$26.54	\$33,150	\$15.94
8	\$117,500	\$56.49	\$94,000	\$45.19	\$70,500	\$33.89	\$58,750	\$28.25	\$35,250	\$16.95

Low-Moderate Income

HUD periodically identifies by block group the percent of the population living in households earning less than 80% of Area Median Income (AMI). Block groups in which 51% or more of the population live in households at or below 80% of AMI qualify as **Low-Mod areas**.

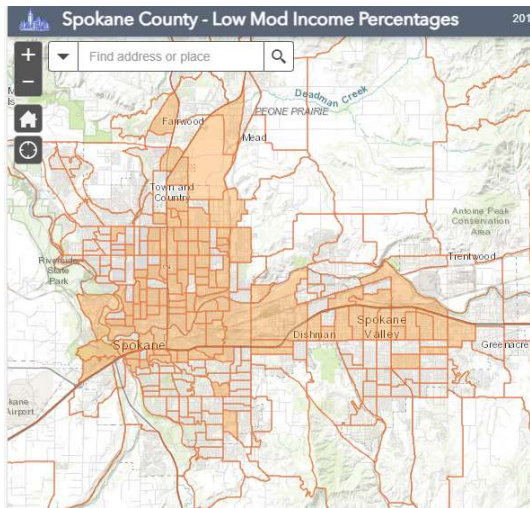
The Community Development Block Grant (CDBG) program requires each CDBG funded activity to principally benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet a community development need having a particular urgency. Additionally, activities may qualify for CDBG assistance if the activity will benefit all the residents of a primarily residential area where at least 51 percent of the residents are low- and moderate-income persons, i.e. area-benefit (LMA). The HUD Office of Community Planning and Development (CPD) provides estimates of the number of persons considered Low-, Low- to Moderate-, and Low-, Moderate-, and Medium-income persons based on special tabulations of

²⁷<https://static.spokanecity.org/documents/chhs/hmis/subrecipient-resources/hud-media-family-income-limits-2023.pdf>

data from ACS 5-Yr. Estimates (for FY23 CDBG, CPD used ACS 5 yr. 2011-2015 estimates). Estimates are provided at three income levels: Low Income (up to 50% of AMI); Moderate Income (greater than 50% AMI and up to 80% AMI), and Medium Income (greater than 80% AMI and up to 120%).²⁸

The latest HUD tabulations (2011-2015 ACS data) showed that 48% of the total Spokane population qualifies as Low-Mod income. 89 of 188 tracts in Spokane County had 51% or more Low -Mod income populations.²⁹

Table 45 - ACS 5-Year 2011-2015 Low- and Moderate-Income Individuals (LMISD) - Spokane					
	LOW	LOW MOD	LMMI	LOW MOD UNIV	LOW MOD %
Individuals	63,565	97,715	135,580	203,510	48%



MAP 41
Spokane County
Low-Mod Income Percentages

Source: <https://spokanecounty.maps.arcgis.com/apps/webappviewer/index.html?id=39a81144c9ec4907802e186fb06285b2>

Asset Limited, Income Constrained, and Employed (ALICE)

ALICE: “ALICE” is an acronym for Asset Limited, Income Constrained, and Employed, which are households with income above the Federal Poverty Level but below the basic cost of living. A household includes all people who occupy a housing unit but does not include group quarters such as a dorm, nursing home, or prison.

According to the United Way’s United For ALICE research, 36% of all households in Spokane County met the definition for ALICE in 2021.³⁰ From 2019 to 2021, the five largest counties in WA had increases in total households — between 2 and 7% (Spokane County

²⁸<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

²⁹<https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-local-government/>

³⁰[23UFA Report Washington 4.11.23 Final \(1\).pdf](#)

increased by 3%). All but King County also had an increase in the number of households below the ALICE Threshold, with Spokane County having the largest increase (up 17% from 2019).

Source of Income

74.6% of households in Spokane received earnings. Of these, 32% of households received Social Security, 21.5% of households received retirement income other than Social Security, 6.3% of households received Supplemental Security Income (SSI), and 4.8% of households received cash public assistance income. Some households received income from more than one source therefore combined percentages exceed 100. 2018-2022 ACS 5-Year Narrative Profile, Spokane, WA. The average income from Social Security in Spokane was \$21,179.

Table 46: Sources of Household Income - 2018 -2022	
Earnings	74.6%
Social Security	32%
Retirement income	21.5%
Supplemental Security Income (SSI)	6.3%
Cash public assistance income	4.8%

Source: 2018—2022 ACS 5-Year Narrative Profile, Spokane, WA

Income by Race and Ethnicity

As of 2022, white median household income was 2% above overall median income, while Asian, Hispanic, Native Hawaiian / Other Pacific Islander, Black, Native American / Alaska Native, and Two or More Race median incomes were 93%, 97%, 83%, 74%, 55%, and 94% of median income respectively. Table 47.

Table 47: MEDIAN HOSHEOLD INCOME BY RACE OR ETHNICITY - Spokane				
Race / Ethnicity	2018-2022		2013-2017	
	Annual Income	% of All Median Income	Annual Income	% of All Median Income
All Households	\$63,316	100%	\$44,768	100%
Asian	\$59,173	93%	\$36,745	82%
White	\$64,853	102%	\$46,128	103%
Black or African American	\$46,598	74%	\$28,671	64%
Hispanic or Latino	\$61,118	97%	\$40,792	91%
Native Hawaiian or other Pacific Islander	\$52,321	83%	\$28,235	63%
Native American / Alaska Native	\$35,000	55%	\$38,093	85%
Two or More Races	\$59,612	94%	\$32,889	73%

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates

Housing Costs

Homeowner Costs

Estimated housing costs in the City of Spokane and Spokane County are lower for both owner-occupants and renters than in Washington State as a whole.

The median value of owner-occupied units in Spokane in 2022 was just 65% of the estimated value in Washington State, and 875% of the value of the median Spokane County home. Table 48.

Table 48: Cost of Owner-Occupied Housing - 2022			
	Spokane	Spokane Co.	WA
Median value	\$368,500	\$415,500	\$569,500
Median monthly cost - with mortgage	\$1571	\$1688	\$2227
Median monthly owner cost - without mortgage	\$567	\$597	\$708

Source: American Community Survey

Forty-five percent of owner-occupied households with a mortgage in Spokane had housing costs less than \$1,500 per month, including utilities. In contrast, in overall Washington, 75% of owner-occupied households with a mortgage paid more than \$1,500 a month. Table 49.

Table 49: Range of Monthly Owner With a Mortgage Costs* - 2022			
Range	Spokane	Spokane Co.	WA
Less than \$1,000	14.4%	11.3%	5.1%
\$1,000-\$1,499	30.5%	27%	14.6%
\$1,500-\$1,999	28.8%	28.9%	21.3%
\$2,000 - \$2999	8.1%	8.6%	13.6%
\$3000 or more	5%	8.8%	25.5%

*Households with a mortgage; includes mortgage, taxes, insurance, condo fees and utilities

Source: 2022 American Community Survey

Renter Costs

The median gross rent during 2018-2022 was \$1060, less than the County or state, but a 24% increase over the 2013-2017 period.

Table 50: Range of Gross Rents*									
	Spokane			Spokane County			WA		
	2013-17	2018-22	% Change	2013-17	2018-22	% Change	2013-17	2018-22	% Change
Median gross rent	\$805	\$1,060	24%	\$842	\$1123	25%	\$1120	\$1592	30%
Range	Spokane			Spokane County			WA		
Less than \$500	13%	6.5%	-6.5%	10%	6%	-4%	7%	4.7%	-3.3%
\$500-\$749	30%	32.2%	-25.8%	27%	27.1%	-22%	13%	12.5%	-21.5%
\$750-\$999	28%			30%			21%		
\$1,000-\$1,499	22%	37.4%	15.4%	24%	38.5%	14.5%	33%	25.7%	-7.3%
\$1,500 or more	7%	22.6%:	15.6%	8%	28.4%:	20.4%	26%	57%:	31%
\$1,500 - \$1,999		16.8%			18.9%			27.1%	
\$2,000 - \$2,499		5.1%			6.8%			15.2%	
\$2,500 - \$2,999		.7%			1%			6.6%	
\$3,000 or more		-			1.7%			8.1%	

*Includes contract rent and utilities; excludes no cash payment

Source: ACS

Housing Cost Burdens

Housing is considered affordable when the cost of housing plus utilities equals no more than 30% of household income. During the 2016-2020 period, 33% of all households in Spokane were cost burdened. Table 51. 14% were severely cost burdened (paying more than 50% of household income for housing and utilities).

Table 51 - Housing Cost Burdens - Spokane, WA - 2016-2020 ACS						
Housing Cost Burden	Owner	% of Owners	Renter	% of Renters	Total	%
Cost Burden <=30%	40,580	78%	21,150	52%	61,730	66%
Cost Burden >30% to <=50%	7,480	14%	9,965	24%	17,445	19%
Cost Burden >50%	3,855	7%	9,250	23%	13,105	14%
Cost Burden not available	185	0%	610	1%	795	1%
Total	52,100	100%	40,975	100%	93,075	100%
Income by Cost Burden (Owners and Renters)	Cost burden > 30%	%	Cost burden > 50%	%	Total	%
Household Income <= 30% HAMFI	10,975	36%	9,380	72%	13,880	15%
Household Income >30% to <=50% HAMFI	8,805	29%	2,565	20%	11,980	13%
Household Income >50% to <=80% HAMFI	7,360	24%	900	7%	19,025	20%
Household Income >80% to <=100% HAMFI	1,550	5%	35	0%	10,235	11%
Household Income >100% HAMFI	1,855	6%	225	2%	37,955	41%
Total	30,545	100%	13,105	100%	93,075	100%

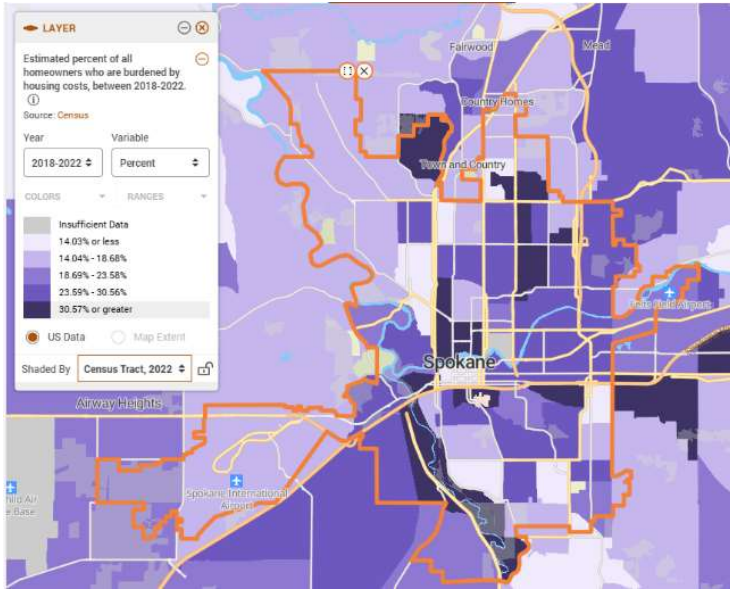
Cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities). For owners- housing cost is "select monthly owner costs" which includes mortgage payment; utilities; association fees; insurance; and real estate taxes.
Source: CHAS Data (2016-2020) https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

Homeowners

- 22.7% of homeowner households were cost burdened in Spokane in 2022, with housing costs equal or greater to 30% of household income. Table 53. Again, the range varied greatly by census tract, from 4.7% to 51.7% being cost burdened. Map 42
- 7.9% of owner households were severely housing cost burdened (had housing costs equal to or greater than 50% of household income) (Table 54), ranging from 0 to 31.9% by tract (Map 43).

Table 52 – Owner Households Cost Burdened (paying 30% or more of income on housing costs)			
2013-2017		2018-2022	
Spokane Co.	Spokane	Spokane Co.	Spokane
23.5%	24.6%	21.3%	22.7%

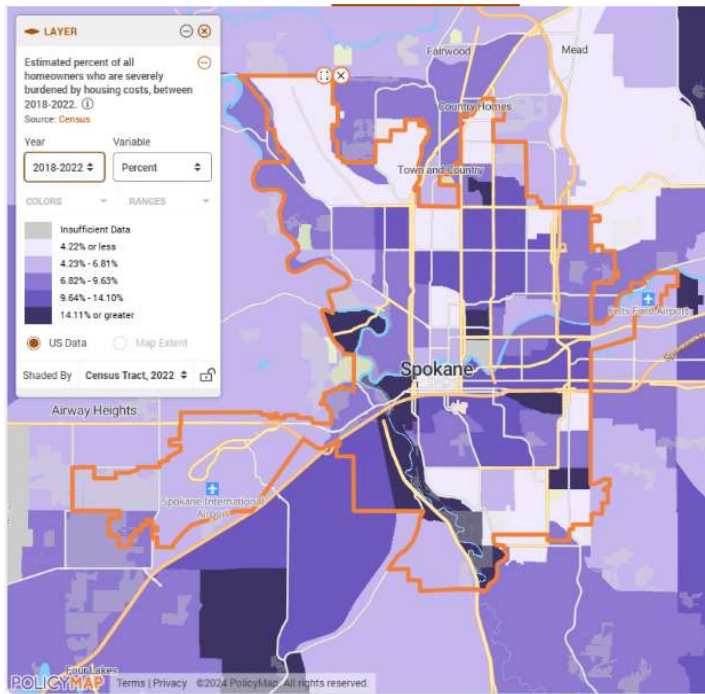
Source: ACS



MAP 42
Owner Households with
Cost Burden
2018-2022

Source: <https://www.policymap.com/newmaps#/>

Table 53 – Percent of all homeowners who are severely cost burdened					
2013-2017			2018-2022		
Spokane Co.	Spokane City	WA	Spokane Co.	Spokane City	WA
8.5%	9.4%	9.3%	7.5%	7.9%	8.9%



MAP 43
Owner Households with
Severe Housing Cost Burden

Source: <https://www.policymap.com/newmaps#/>

Table 54 - Income by Housing Cost Burden - Owners - Spokane, WA - 2016-2020 ACS						
Income by Cost Burden (Owners only)	Cost burden > 30%	%	Cost burden > 50%	%	Total	%
Household Income <= 30% HAMFI	2,960	26%	2,335	61%	3,570	7%
Household Income >30% to <=50% HAMFI	2,590	23%	935	24%	4,355	8%
Household Income >50% to <=80% HAMFI	3,535	31%	475	12%	9,065	17%
Household Income >80% to <=100% HAMFI	1,055	9%	25	1%	6,110	12%
Household Income >100% HAMFI	1,195	11%	85	2%	29,000	56%
Total	11,335	100%	3,855	100%	52,100	100%

Cost burden is the ratio of housing costs to household income. For owners- housing cost is "select monthly owner costs" which includes mortgage payment; utilities; association fees; insurance; and real estate taxes.

Source: CHAS Data (2016-2020) https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

Renters

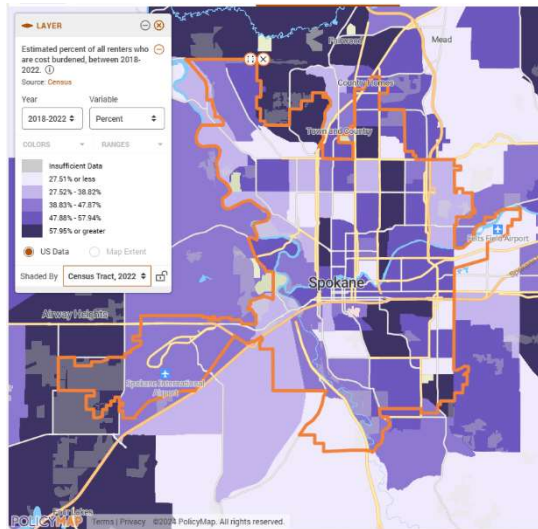
Renters are cost burdened when monthly housing costs including utilities exceed 30% of monthly income, and severely cost burdened when costs exceed 50% of monthly income.

- Half of all renters in Spokane are cost burdened (49.7%). Table 55
- Almost one quarter of all renter households in Spokane in 2022 were severely cost burdened, with gross rent equal to or greater than 50% of household income. Table 57. However, there is huge variation across census tracts, ranging from 0 to 44% of renters who are cost severely burdened. Map 45
- Spokane renter households were slightly more severely-cost burdened than in the County and State. Table 57

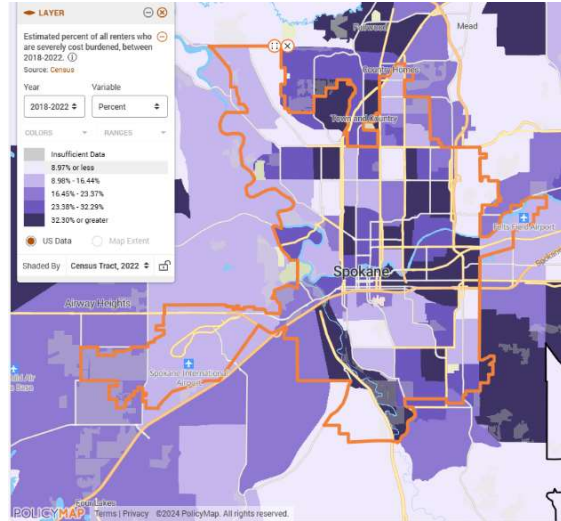
Table 55 - Percent of all renters who are cost burdened					
2013 -2017			2018-2022		
Spokane Co.	Spokane City	WA	Spokane Co.	Spokane City	WA
49.6%	51.4%	46.2%	48.9%	49.7%	46.3%

Table 56 – Percent of all renters who are severely cost burdened					
2013 -2017			2018-2022		
Spokane Co.	Spokane City	WA	Spokane Co.	Spokane City	WA
24.6%	25.8%	21.8%	22.95%	23.2%	21.7%

MAP 44
Renters who are cost burdened
2018-2022



MAP 45
Renters who are severely cost burdened
2018-2022



Source: <https://www.policymap.com/newmaps/>

Table 57 – Income by Housing Cost Burden – Renters - Spokane, WA - 2016-2020 ACS

Income by Cost Burden (Renters only)	Cost burden > 30%	%	Cost burden > 50%	%	Total	%
Household Income <= 30% HAMFI	8,020	42%	7,045	76%	10,310	25%
Household Income >30% to <=50% HAMFI	6,215	32%	1,630	18%	7,625	19%
Household Income >50% to <=80% HAMFI	3,825	20%	425	5%	9,960	24%
Household Income >80% to <=100% HAMFI	495	3%	10	0%	4,125	10%
Household Income >100% HAMFI	660	3%	140	2%	8,955	22%
Total	19,215	100%	9,250	100%	40,975	100%

Cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities).

Source: CHAS Data (2016-2020)

https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

Household income is on average higher for homeowners than renters (Table 52), which contributes to renters having higher cost burden rates than owners (47% for tenants compared to 21% for owners in 2020). Table 58

Table 58 - Income of Owners and Renters - Spokane, WA 2016-2020 ACS						
Income Distribution Overview	Owner	%	Renter	%	Total	%
Household Income <= 30% HAMFI	3,570	7%	10,310	25%	13,880	15%
Household Income >30% to <=50% HAMFI	4,355	8%	7,625	19%	11,980	13%
Household Income >50% to <=80% HAMFI	9,065	17%	9,960	24%	19,025	20%
Household Income >80% to <=100% HAMFI	6,110	12%	4,125	10%	10,235	11%
Household Income >100% HAMFI	29,000	56%	8,955	22%	37,955	41%
Total	52,100	100%	40,975	100%	93,075	100%

Source: CHAS Data (2016-2020) https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

The National Low Income Housing Coalition provides an annual analysis of the cost of housing in relation to income. The 2023 *Out-of-Reach* data for the Spokane MSA are shown in Table 59. To afford rent for a 2- bedroom unit, a household would need to earn \$23.04 an hour – 146% of the 2023 Washington minimum wage. Table 59.

Table 59: Housing Costs, Income and Affordability Spokane MSA 2023					
Housing/Income Factor	Bedrooms				
	0	1	2	3	4
Fair Market Rent (FMR) 2023	\$812	\$926	\$1198	\$1703	\$1987
Annual income to afford			\$47,920		
Hourly wage necessary to afford* (Housing Wage)			\$23.04		
Minimum wage in Washington 2023	\$15.74	\$15.74	\$15.74	\$15.74	\$15.74
Housing wage compared to Minimum Wage			\$7.3		
Full-time jobs at Minimum Wage needed to afford			1.5		

Sources: American Community Survey; National Low Income Housing Coalition ([Out of Reach | National Low Income Housing Coalition \(nlihc.org\)](#)).

Table 60 - Spokane County								
Area Median Income (AMI)				Renters				
Fiscal Year 2023 AMI	Monthly rent affordable at AMI: (spending not more than 30% of gross income on gross housing)	30% of AMI	Monthly rent affordable at 30% of AMI	Renter households (2017-21)	% of total households (2017-21)	Estimated hourly mean renter wage (2023)	Monthly rent affordable at mean renter wage	Full-time jobs at mean renter wage needed to afford 2 BR FMR
\$92,100	\$2,303	\$27,630	\$691	76,355	36%	\$18.68	\$971	1.2

Source: National Low Income Housing Coalition ([Out of Reach | National Low Income Housing Coalition \(nlihc.org\)](#)).

Cost Burdens by Race

Describe the **housing cost burden** (e.g., more than 30% of monthly income) and **severe housing cost burden** (e.g., more than 50% of monthly income) experienced by **protected class** groups.

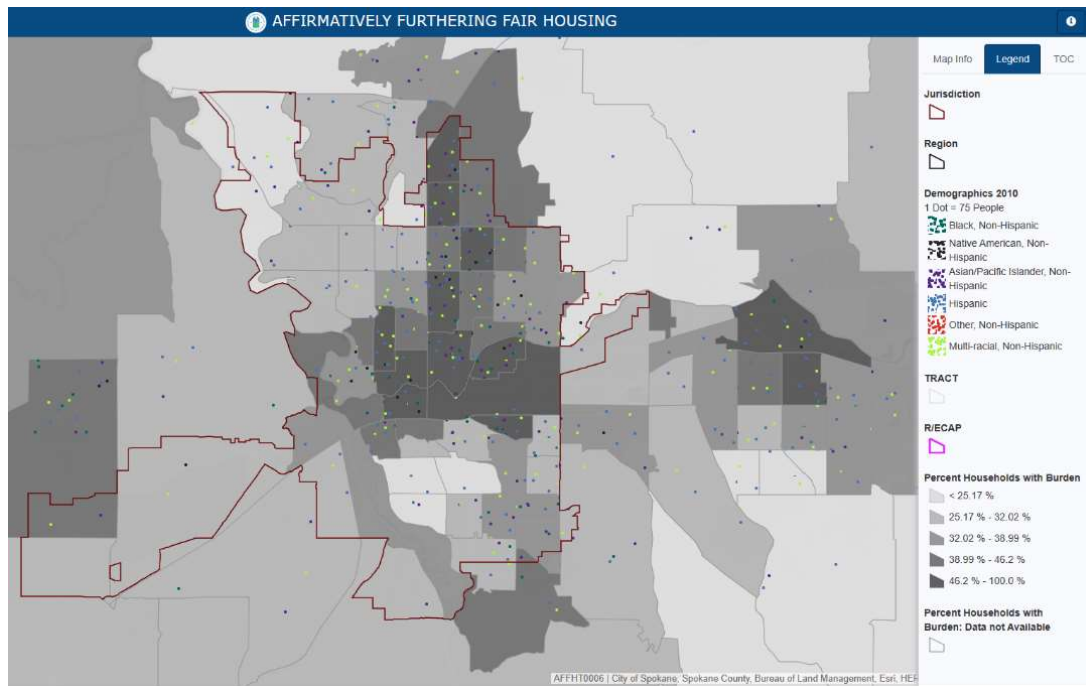
As of 2012-2016 HUD provided data, in Spokane, 16% of white non-Hispanic households had a severe housing cost burden, defined as paying more than 50% of their income for housing.

The rates of severe cost burdened households increased for people of color: 21.4% of Asians and Pacific Islander households, 20.6% of black households, 24.7% of Native American households, and 23% of Hispanic households had a severe cost burden. Table 61.

Overall, 17% of all households in Spokane had a severe rent burden. With rising rents, it is very likely that the percentage of households that have a severe housing cost burden has only increased.

Table 61 – HUD AFFH Table 10 - Demographics of Households with Severe Housing Cost Burden						
Households with Severe Housing Cost Burden	(Spokane, WA CDBG) Jurisdiction			(Spokane-Spokane Valley, WA) Region		
Race/Ethnicity	# with severe cost burden	# households	% with severe cost burden	# with severe cost burden	# households	% with severe cost burden
White, Non-Hispanic	12,300	76,135	16.2%	25,580	187,135	13.7%
Black, Non-Hispanic	385	1,873	20.6%	660	3,009	21.9%
Hispanic	780	3,384	23.1%	1,470	6,918	21.3%
Asian or Pacific Islander, Non-Hispanic	520	2,426	21.4%	829	4,219	19.7%
Native American, Non-Hispanic	305	1,235	24.7%	485	2,758	17.6%
Other, Non-Hispanic	520	2,193	23.7%	754	4,607	16.4%
Total	14,810	87,240	17%	29,778	208,660	14.3%
Household Type and Size						
Family households, <5 people	5,134	42,710	12%	10,978	114,854	9.6%
Family households, 5+ people	835	6,425	13%	1,792	17,495	10.2%
Non-family households	8,835	38,115	23.2%	17,029	76,315	22.3%
Note: Severe housing cost burden is defined as greater than 50% of income.						
Note: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.						
Note: Data Sources: CHAS (2012-2016)						
Note: Refer to the Data Documentation for details (www.hudexchange.info/resource/4848/affh-data-documentation).						

MAP 46 HOUSEHOLDS WITH HOUSING COST BURDEN BY RACE (2012-2016)



Source: Map 6 – Race – AFFH Data and Mapping Tool, <https://egis.hud.gov/affht/>
(Data from Comprehensive Housing Affordability Strategy (CHAS), 2012-2016)

Disparities in Housing Quality

Describe disparities in housing quality (i.e., substandard housing conditions) by protected class group and indicate whether such disparities align with previously identified segregated or integrated areas.

Housing Problems

Table 62 provides data identifying instances where “housing problems” or “severe housing problems” exist. Information on housing problems is drawn from CHAS, which demonstrates the extent of housing problems and housing needs, particularly for low-income households. The U.S. Census Bureau produces the CHAS data via custom tabulations of ACS data.

The four housing problems are: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 30%.

“Severe” housing problems are: 1. Lacks complete kitchen facilities 2. Lacks complete plumbing facilities 3. More than one person per room 4. “Severe” Cost Burden – monthly housing costs (including utilities) exceed 50% of monthly income.³¹

35% of all households, and half of all renter households in Spokane were experiencing at least one of four housing problems as of 2020. Table 62.

17% of all households in Spokane experienced at least one “severe” housing problem. Table 62. The rate was highest for renters at 27%.

Table 62 - Housing Problems - Spokane, WA - 2016-2020 ACS						
Housing Problems	# Owner Households	% of Total Owner households	# Renter Households	% of total Renter households	# Households	% of All Households
Household has at least 1 of 4 Housing Problems	11,675	22%	20,530	50%	32,205	35%
Household has none of 4 Housing Problems OR cost burden not available no other problems	40,430	78%	20,440	50%	60,870	65%
Total	52,100	100%	40,975	100%	93,075	100%
Severe Housing Problems	Owner	%	Renter		Total	
Household has at least 1 of 4 Severe Housing Problems	4,290	8%	11,180	27%	15,470	17%
Household has none of 4 Severe Housing Problems OR cost burden not available no other problems	47,810	92%	29,795	73%	77,605	83%

Source: CHAS Data (2016-2020) https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

³¹Id.

Table 63 – Income by Housing Problems - Spokane, WA - 2016-2020 ACS

Income by Housing Problems (Owners and Renters)	Household has at least 1 of 4 Housing Problems	%	Household has none of 4 Housing Problems OR cost burden not available no other problems	%	Total	%
Household Income <= 30% HAMFI	11,105	34%	2,775	5%	13,880	15%
Household Income >30% to <=50% HAMFI	9,025	28%	2,955	5%	11,980	13%
Household Income >50% to <=80% HAMFI	7,945	25%	11,075	18%	19,025	20%
Household Income >80% to <=100% HAMFI	1,800	6%	8,435	14%	10,235	11%
Household Income >100% HAMFI	2,325	7%	35,635	59%	37,955	41%
Total	32,205	100%	60,870	100%	93,075	100%
Income by Housing Problems (Renters only)	Household has at least 1 of 4 Housing Problems	%	Household has none of 4 Housing Problems OR cost burden not available no other problems	%	Total	%
Household Income <= 30% HAMFI	8,135	40%	2,180	11%	10,310	25%
Household Income >30% to <=50% HAMFI	6,435	31%	1,190	6%	7,625	19%
Household Income >50% to <=80% HAMFI	4,340	21%	5,615	27%	9,960	24%
Household Income >80% to <=100% HAMFI	695	3%	3,430	17%	4,125	10%
Household Income >100% HAMFI	925	5%	8,030	39%	8,955	22%
Total	20,530	100%	20,440	100%	40,975	100%
Income by Housing Problems (Owners only)	Household has at least 1 of 4 Housing Problems	%	Household has none of 4 Housing Problems OR cost burden not available no other problems	%	Total	%
Household Income <= 30% HAMFI	2,970	25%	595	1%	3,570	7%
Household Income >30% to <=50% HAMFI	2,590	22%	1,765	4%	4,355	8%
Household Income >50% to <=80% HAMFI	3,605	31%	5,460	14%	9,065	17%
Household Income >80% to <=100% HAMFI	1,105	9%	5,005	12%	6,110	12%
Household Income >100% HAMFI	1,400	12%	27,605	68%	29,000	56%
Total	11,675	100%	40,430	100%	52,100	100%

Source: CHAS Data (2016-2020) https://www.huduser.gov/portal/datasets/cp.html#query_2006-2020

Thirty-seven percent of all households in Spokane were experiencing at least one of four housing problems in 2016 (similar to 35% in 2020 – Table 62), per the most recent HUD provided data by race. Table 64. The percent of white non-Hispanic households experiencing at least 1 household problem was similar, at 36%. Black, Hispanic, Asian / Pacific Islander, and Native American households experienced at least one problem at the following higher rates: 50%, 39%, 48% and 42%. Nineteen percent of all households in Spokane experienced at least one severe housing problem. The rates for white non-Hispanic, Black, Hispanic, Asian / Pacific Islander, and Native American households were: 18%, 25%, 27%, 31%, and 28%. Table 64

Table 64 (HUD AFFH Table 9) ³²						
Demographics of Households with Disproportionate Housing Needs						
Disproportionate Housing Needs	(Spokane, WA CDBG) Jurisdiction			(Spokane-Spokane Valley, WA) Region		
Households experiencing any of 4 housing problems	# with problems	# households	% with problems	# with problems	# households	% with problems
Race/Ethnicity						
White, Non-Hispanic	27,295	76,135	35.9%	61,025	187,135	32.6%
Black, Non-Hispanic	945	1,873	50.5%	1,600	3,009	53.2%
Hispanic	1,320	3,384	39%	2,754	6,918	39.8%
Asian or Pacific Islander, Non-Hispanic	1,163	2,426	47.9%	1,926	4,219	45.7%
Native American, Non-Hispanic	525	1,235	42.5%	1,063	2,758	38.5%
Other, Non-Hispanic	989	2,193	45.1%	1,684	4,607	36.6%
Total	32,235	87,240	37%	70,070	208,660	33.6%
Household Type and Size						
Family households, <5 people	12,375	42,710	29%	29,305	114,854	25.5%
Family households, 5+ people	2,755	6,425	42.9%	6,995	17,495	40%
Non-family households	17,115	38,115	44.9%	33,780	76,315	44.3%
Households experiencing any of 4 Severe Housing Problems	# with severe problems	# households	% with severe problems	# with severe problems	# households	% with severe problems
Race/Ethnicity						
White, Non-Hispanic	13,880	76,135	18.2%	29,525	187,135	15.8%
Black, Non-Hispanic	460	1,873	24.6%	765	3,009	25.4%
Hispanic	924	3,384	27.3%	1,840	6,918	26.6%
Asian or Pacific Islander, Non-Hispanic	754	2,426	31.1%	1,169	4,219	27.7%
Native American, Non-Hispanic	345	1,235	27.9%	633	2,758	23%
Other, Non-Hispanic	564	2,193	25.7%	882	4,607	19.1%
Total	16,920	87,240	19.4%	34,810	208,660	16.7%
Note: All % represent a share of the total pop. within the jurisdiction or region, except household type and size, which is out of total households.						
Note: Data Sources: CHAS 2012 -2016						

³²See *Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) Data Documentation*, Data Version AFFHT0004a, March 5, 2019, Cloud Nine Technologies and Brent Mast, HUD Office of Policy Development and Research; AFFH Data and Mapping Tool, <https://egis.hud.gov/affht/>

Contributing Factors to High Housing Costs

What public or private policies or practices, demographic shifts, economic trends, or other factors may have **caused or contributed** to the patterns described?

Increasing Housing Demand

Spokane County has an increasing population which is fueling increased demand for housing. A report by The Counselors of Real Estate Consulting Corps[®] (CRECC), requested by the Spokane Association of REALTORS[®] (SAR), *Action Steps to Increase Spokane's Housing Supply*, 12/20/21³³ reported that the County population has grown by over 56,000 people (nearly 12%) since 2010, an average annual rate of 1.09% per year (WA Office of Financial Management (OFM)). The population of the County is projected to increase by almost 50,000 over the next ten years, based on a "medium growth scenario".

Insufficient Housing Supply

Although the exact shortage is debatable, there is broad consensus among stakeholder interviewees, survey participants, public meeting attendees, and industry³⁴ and City³⁵ reports, that there is insufficient housing supply of all types to meet demand.

Survey Narrative Responses
What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?
<i>More housing in Spokane.</i>
<i>more housing availability</i>
<i>more housing</i>
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Housing availability</i>
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>Not enough inventory</i>

Increasing Housing Costs

Increased demand and insufficient supply have resulted in increased housing costs, making unaffordable housing the primary concern of nearly everyone who provided input for this report.

³³[CRE-Consulting-Corps-Spokane-Housing-Recommendations.pdf \(spokanerealtor.com\)](#)

³⁴The CRECC forecasted that 28,552 more housing units will be needed in the County in the next ten years, an average of 2,855 units per year. However less than 2,300 units per year have been added in the County 2010 – 2021.

³⁵*Spokane Housing Action Plan*, 7/26/21 reported that City is projected to need at least 4,000 additional units through 2037 to support moderate and middle-income households (80-120% of AMI) as well as housing suitable for smaller households, and at least 2,700 additional units for households earning below 80% of AMI. <https://my.spokanecity.org/housing/spokane-housing-action-plan/>

Survey Narrative Responses

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

Affordable housing for the aging population.

find ways to keep housing affordable. It's not affordable now but don't let it double because then they can't afford it even if they can get it.

I'm not informed to answer, except that prices are very high

Nothing for the working poor

Middle class workers can't afford to buy house and barely afford rent. Yet you keep making housing for only low income.

We don't have enough low income housing

Not enough rental units at affordable prices.

Lack of units below market rate and at market rate.

I have been renting a house to a poor immigrant family for several years. I rent it for the cost of the mortgage, taxes and insurance, no profit, at about half market value. (3 bedroom, 2 bath home \$975 a month) At the time I first rented to them, they were on a waiting list for section 8 housing and had been told to expect 1 more years wait. I was very willing to be certified to be a section 8 landlord. But in all these years they have heard nothing and I have not been able to get information as to their status. I try to help people but I myself live on social security. I can no longer afford to keep this house so am having to evict them in order to sell it. The new owners, if they rent it out, will certainly charge close to double or more what I have been asking. So a family of 8 people is desperately looking for a new cheap rental or will soon become homeless.

Lack of qualified low income or affordable housing.

There are many barriers, ... and of course affordability.

If you believe that discrimination occurs in the rental of housing in Spokane, why do you believe it most often occurs?

Housing unaffordability is intrinsically discriminatory, as well.

What are you most concerned about with respect to fair housing opportunity in Spokane?

Prices. Nothing else

There are housing issues mainly caused by supply and demand issues. Also, new house construction regulations that increase the cost to build a home is counter to affordability. Your choices all deal with protected classes which is likely less than 1% of the issues with house people. Fix affordability which is the real issue with housing.

There is no affordable housing, for anyone!

Home Sales

The CRECC report, *Action Steps to Increase Spokane's Housing Supply*³⁶ noted:

- As a result of the housing shortage, home prices have been escalating.
- In the greater Spokane – Spokane Valley market area, housing prices rose 30% during Jul 2020 – Jul 2021. Spokane ranked in the top 20 cities in the nation in one year price growth.
- Housing demand is expected to increase, as the National Association of Home Builders identifies Spokane among the top 20 markets for home price growth, and the National Association of REALTORS® Economic forecast finds Spokane to be among the top 10 Post-Covid Real Estate Market

Table 65 - Housing Sales – September 2022						
	Ave. Sale Price	1 yr. change in Ave. Sale Price	Days on Market to Sell	Ave. Sale price per sqf.	1 yr. change in sale price per sqf.	Ave. offers received
Spokane Co.	\$424,000	+7.3%	20	\$216	+10.2%	

Data source: <https://www.redfin.com/city/3067/WA/Cheney/housing-market>

Survey Narrative Responses
I believe I have been illegally discriminated against while attempting to purchase a home in Spokane.
<i>We would love to be able to purchase a home, but the housing costs here are astronomical, even at our income level. Given that protected classes make considerably less than their white, straight, cis (especially male) counterparts, the lack of real action to make sure that safe, affordable places to live are available for all walks of life is absolutely discrimination against protected classes.</i>
Who can purchase anymore? NOT ME
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>Interest rates are too high for people to afford prices, that are driven up by false county values.</i>

In turn, increased real estate values lead to higher property tax and insurance rates.

Survey Narrative Responses
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>The increased tax rate in Spokane is making housing unaffordable</i>
I have had difficulty obtaining homeowner's insurance in Spokane because of my protected class (race, national origin, disability, etc.)
<i>Unable to obtain affordable home insurance. Something needs to be done about the outrageous cost of INSURANCE. And TAXES!! Who can afford to rent/own, buy food and pay utilities.</i>

³⁶[CRE-Consulting-Corps-Spokane-Housing-Recommendations.pdf \(spokanerealtor.com\)](https://www.crecc.com/CRE-Consulting-Corps-Spokane-Housing-Recommendations.pdf)

Rising Rents and Fees

As real estate values and costs increase, housing providers are increasing rents and rental fees, both of which are primary concerns for tenant advocates and tenants, shared through surveys, interviews, and public meetings. Interview and public meeting comments received included:

- People are being economically evicted. Where are they going to go?
- Seniors on fixed incomes are impacted more by rental increases. Minimum wage goes up every year, rents go up, but senior's income doesn't go up as much. Seniors are having to return to work as they can't make it on social security. There is now a foodbank at one senior housing complex in Spokane.
- Childcare is expensive. Childcare and rent can take up most of a person's income.
- The notice period to increase rents is too short for high rent increases.
- Huge rent increases are occurring at properties operated by non-profits,
- Rent increases are occurring even at senior and low-income tax credit properties.
- Rent increases are happening to people on fixed incomes that don't go up when rents go up – how can this continue?
- It is nearly impossible to come up with first and last month's rent, and a deposit.
- One public meeting attendee shared that their rent increased by \$500 and they are having to move.

Selected Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Landlords raising the cost of rent outside of what a tenant with disabilities can afford.</i>
<i>Rising rent amounts</i>
<i>Landlord rent hikes</i>

Increased Fees and Move-In Costs

Along with increasing rents, there is wide concern about high application, move-in, administrative, and other fees. Comments received included:

- Move-in fees are excessive
- Small non-profits can help people with rapid rehousing, but a \$500+ administrative fee, or \$6,000 deposit limits the number of people that can be served
- Excessive fees are being added because of efforts to pass rent stabilization legislation
- Move-in costs should be limited to one month's rent
- Garbage valet fees of \$100 are being charged to take tenant garbage to the dumpster, without an option to opt out of the fee and take garbage to the dumpster themselves
- Zillow has a \$35 one-time fee for an application good for 30 days. But not all housing providers advertising on Zillow accept it, so applicants then have to pay additional application fees.

Survey Narrative Responses

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

Requiring 3 months rent plus \$50 to \$75 credit report is a financial burden many find impossible to gather, especially when deposits are not returned by the previous landlord.

landlords will charge an administrative fee that is non-refundable as well as ask a prospective tenant for a larger deposit or ask for first month and last month's rent up front.

costly application fees causes low income individuals to not afford application process for affordable housing

Excessive application fees

Many landlords work with online systems to apply and screen tenants - Also - these programs seem to also charge additional "fees". Landlords are asking upwards of \$3000 or more for move in costs plus nonrefundable \$200+ fee's. This is incredibly burdensome to someone who is homeless and trying to survive on limited income.

Accepting application fees and declining an application d/t negative hx that was fully disclosed prior to application.

Landlords frequently hold one time for people to view the property and gather background applications and checks from everyone at that showing. No one gets their money returned and one applicant is chosen.

The utility shared cost that is never the same it is split between households. It changes every month and the companies are hiring a third party to do the billing and figure out the costs.

administrative fees

Some agencies tack on extra charges when you move out of a unit and never tell you. before you know it you have all these charges in collections without ever knowing what they are for or where they originated.

Requiring 3 months rent plus \$50 to \$75 credit report is a financial burden many find impossible to gather, especially when deposits are not returned by the previous landlord.

we allow Landlords the option to request large amounts of money upfront to even apply for housing. I don't see how requesting double security, or require 3x the income to rent is not income discrimination?

There are many barriers, application fees, first, last, deposit...

Investor and For-Profit Owned Rental Housing

Several people who provided input for this report attributed rising rents to investor and non-profit businesses operating rental housing for profit.

One interviewee cited for-profit entities operating tax credit properties, the most prevalent type of affordable housing in Spokane, as being subject to rent increases, not stable, and not affordable.

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Too many units are owned by investors. They can squeeze out individuals at every level of the market. Put a limit on how many rentals can be owned by the same person or group of investors in any corporate guise. There is no free market presently, it is dominated by a series of monopolies.</i>
<i>the lack of laws preventing large corporations from buying up houses for sale and turning them into high-priced rentals, is a huge problem</i>
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>monopolizing of rentals, cash buy-out of homes on the market by brokers or corporations</i>
<i>It's a lot of developers outbidding families and flipping houses to be extravagant rentals along with never-ending rental hikes and a seller's market that just keeps going up. We have a practice of just allowing people with money to do whatever they want at the expense of people with less. And that creates desperation so if someone finds a place they can kind of afford, they jump on it even though they may no longer be able to afford it in 6-12 months.</i>
<i>Housing costs are exorbitantly expensive due to people buying homes to make money off of and not live in. Wages haven't kept up with housing costs. By definition housing cannot be fair under those conditions</i>

Access to Homeownership and Economic Opportunity

Homeownership

- Which protected class groups experience significant **disparities in access to homeownership opportunities**?
- What are the **homeownership rates by protected class**?

There were more owner-occupants than renters in Spokane (57.5% owner-occupants and 42.5% renters) according to 2018-2022 ACS estimates. Table 66

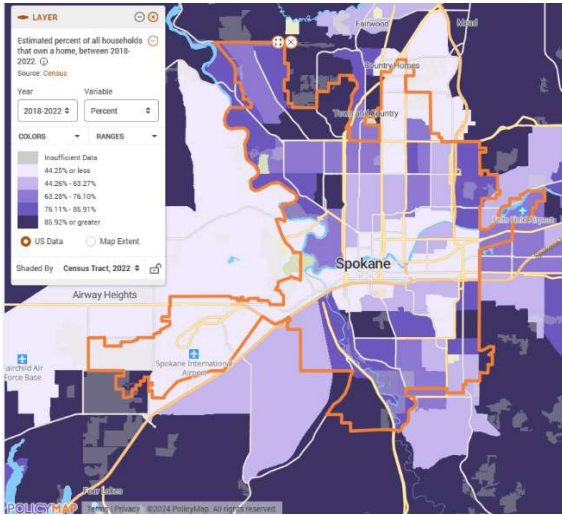
The numbers of rental or owner households vary significantly by neighborhood. Maps 47 & 48

Table 66: Tenure Occupied Units												
Prop Type	2013-2017						2018-2022					
	Spokane		Spokane Co.		WA		Spokane		Spokane Co.		WA	
	Own	Rent	Own	Rent	Own	Rent	Own	Rent	Own	Rent	Own	Rent
All units	54.7%	45%	62%	37.6%	62.7%	37%	57.5%	42.5%	63.8%	36%	64.2%	35.8%
Sing. family*	80%	20%	74%	26%	81%	19%						
2-4 units	10%	90%	10%	90%	12.7%	87%						
5 or + units	4%	96%	4%	96%	11%	89%						
Mob Hm., other	76%	24%	88%	12%	75%	25%						

*Detached and attached

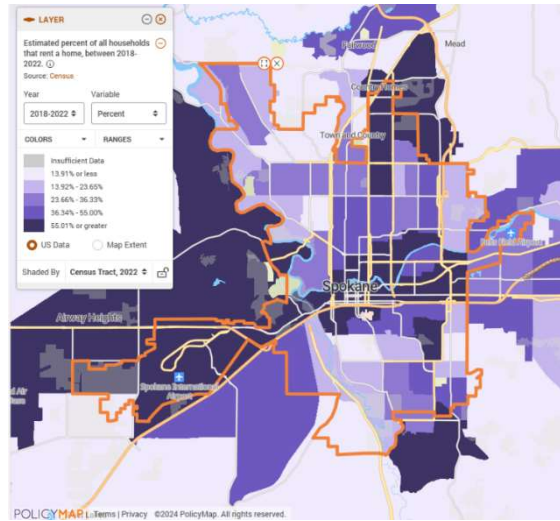
Source: U.S. Census Bureau, 2013-2017 & 2018-2022 AC Survey 5-Yr Estimates

MAP 47 – Owner Households Units



Source: PolicyMap, ACS 2018-2022

MAP 48 – Renter Occupied Housing Units



Owner Households	
53063000301	71%
53063000302	78%
53063000800	89%
53063001100	90.4%
53063001500	72.9%
53063004200	87.5%
53063004300	85%
53063004500	84.3%
53063004602	90.8%
53063004701	78%
53063010701	97.6%
53063011204	68%

% Renter Households:	
53063000400	55.8%
53063001800	56.3%
53063002400	86.9%
53063002501	76.7%
53063002502	70.4%
53063002503	100%
53063003200	72%
53063003500	95%
53063003602	86.3%
53063004001	59.6%
53063004002	68.3%
53063004601	63.4%
53063005000	55.7%
53063011102	69.7%
53063011103	77.2%
53063011104	73.7%
53063014500	70.4%
53063011203	75.4%

Homeownership / Rentals by Race

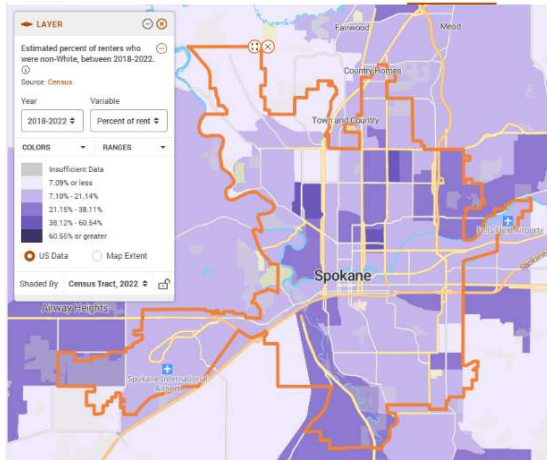
- Native Hawaiian and Other Pacific Islanders have the lowest homeownership rate in Spokane (20.8%). Table 67
- Black and African Americans have the second lowest homeownership rates in Spokane (30%), Spokane (31%), and WA (34%). Table 67
- Whites have the highest ownership rate (60%)

Table 67 - Estimated percent of all owner householders by Race						
	2013-2017			2018 – 2022		
	Spokane Co.	Spokane	WA	Spokane Co.	Spokane	WA
Race / Ethnicity	% own	% own	% own	% own	% own	% own
Hispanic or Latino	40.8	36.6	42.9	38.6	41.1	46.4
White alone	64.5	57	66	66	59.6	67.6
Black or African American alone	26.8	26.8	31.5	30	31.9	34
American Indian and Alaska Native alone	38.7	38.9	51.4	41.3	43	54.2
Asian alone	52	43.9	60.9	61.3	57.6	62.5
Native Hawaiian and Other Pacific Islander alone	13	6	33.8	17.3	20.8	34

Source: US Census: ACS Year Estimates

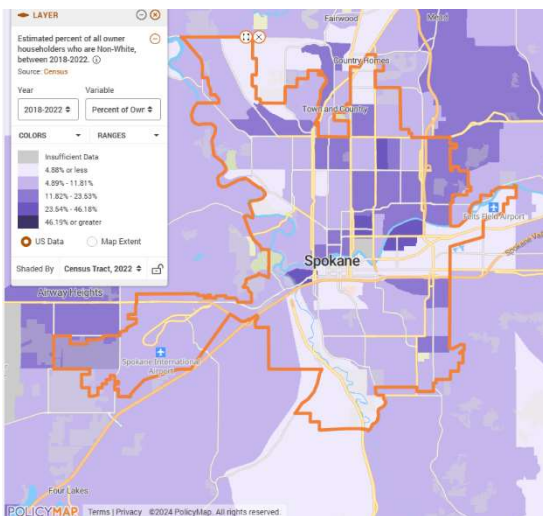
Conversely, non-white and Hispanic/Latino populations in Spokane have higher renter rates than whites. Table 68.

Table 68 - Estimated percent of renters by Race						
	2013-2017			2018 – 2022		
	Spokane Co.	Spokane	WA	Spokane Co.	Spokane	WA
Race / Ethnicity	% rent	% rent	% rent	% rent	% rent	% rent
Hispanic or Latino	59.2	63.5	57.1	58.9	61.8	53.6
White alone	35.5	42.9	34	34	40.45	32.4
Black or African American alone	73.2	73.2	68.5	70	68	66
American Indian and Alaska Native alone	61.4	61.1	48.6	58.7	56.9	45.8
Asian alone	48	56	39	38.7	42.4	37.5
Native Hawaiian and Other Pacific Islander alone	87	94	66.2	82.7	79.2	66



Map 49
 Estimated percent of renters who were non-White, between 2018-2022.

Source: PolicyMap, 2018-2022 ACS



Map 50
 Estimated percent of all owner households who are Non-White, between 2018-2022.

Source: PolicyMap, 2018-2022 ACS

Access to Home Mortgage Financing ***Home Mortgage Disclosure Act Data***

Home Mortgage Disclosure Act, or HMDA, data consists of information about mortgage loan applications for financial institutions, savings banks, credit unions and some mortgage companies. The data contains information about the location, dollar amount, and types of loans made, as well as racial and ethnic information, income, and credit characteristics of all loan applicants. The data are available for home purchases, loan refinances, and home improvement loans. HMDA data can provide a picture of how different applicant types fare in the mortgage lending process. This data can be used to identify areas of potential concern that may warrant further investigations. For example, by comparing loan approval rates of minority applicants with non-minorities that have similar income and credit characteristics, areas of potential discrimination may be detected.

The Federal Reserve is the primary regulator of compliance with fair lending regulations. When federal regulators examine financial institutions, they use HMDA data to determine if applicants of a certain gender, race or ethnicity are rejected at statistically significant higher rates than applicants with other characteristics. The Federal Reserve uses a combination of sophisticated statistical modeling and loan file sampling and review to detect lending discrimination.

Financial institutions are required to report HMDA data if they have assets of more than \$32 million, have a branch office in a metropolitan area, and originated at least one home purchase or refinance loan in the reporting calendar year. Mortgage companies are required to report HMDA if they are for-profit institutions, had home purchase loan originations exceeding 10 percent of all loan obligations in the past year, are located in an MSA (or originated five or more home purchase loans in an MSA) and either had more than \$10 million in assets or made at least 100 home purchase or refinance loans in the calendar year.

Loan Origination and Denial Rates

Table B-2 (See Appendix B) shows the disposition of 48,413 aggregated applications made in 2021 for all types of home mortgage loans (including FHA, FSA/RHS, VA, conventional and refinance loans) in the Spokane – Spokane Valley MSA (includes City of Spokane). Information on race and ethnicity was collected for some applications but was not collected in the case of 9,611 applications. The number of applications with unreported race or ethnicity was much higher than any non-white race or ethnicity. Numbers of non-white and/or Hispanic applications were much smaller than white non-Hispanic applications.

Overall, white applicants made up 76.1% of all applications, and had loan origination and denial rates of 70.4% and 10.4%. Black and African American applicants made up 1.2% of applications and had the lowest origination rate (55.3%) and highest denial rate (18.1%). All other reported races also had lower origination and higher origination rates than whites: American Indian / Alaskan Native (63.5% and 13.5%); Asian (62.2% and 13.5%); Native Hawaiian / Pacific Islander (66.7% and 14.3%). Hispanic and Latino applications made up 2.3% of all applications and had origination and denial rates of 61.6% and 13.7%.

When applications are separated by income of applicant, racial disparities were still evident. See Appendix B, Tables B-3 – B-5.

Local and State Policies and Practices Impacting Fair Housing

How do local laws, policies, ordinances, and other practices impede or promote **the siting or location of affordable housing** in well-resourced neighborhoods? What is the relationship between those laws, policies, ordinances, and other practices and the segregated or integrated areas?

How do local laws, policies, ordinances, and other practices impede or **promote equitable access to homeownership and other asset building and economic opportunities** by protected class group?

How have existing **zoning and land use policies or ordinances, the presence or lack of source of income anti-discrimination laws, eviction policies and practices**, and other State and local policies or practices contributed to patterns of segregation and integration, as well as access to affordable housing opportunities in well-resourced areas throughout the geographic area of analysis for protected class groups?

Zoning and Land Use Policies

Zoning and land use issues were frequently raised by survey participants and stakeholder interviewees, with broad consensus that zoning changes are needed to allow for more housing choices.

Missing Middle

In July 2022 Spokane enacted an interim Building Opportunity and Choices for All (B.O.C.A.) ordinance to allow for immediate “Middle Housing” development while the City worked on making permanent Comprehensive Plan and Development Code changes. The purpose was to increase housing choice and diversity in the city by supporting middle housing development. Permanent code changes (Building Opportunity for Housing (B.O.H.)) were approved by the City Council in November 2023. B.O.H. allows design standards for single-unit detached homes and Middle Housing developments, does not require parking for residential uses within ½ mile of a transit stop, has no lot density maximums for lots less than 2 acres in size, reduced lot size minimums, expanded the Unit Lot Subdivision process to allow for greater site flexibility, implemented footprint and impervious surface maximums, and increased building height and reduced front and rear setbacks for some zones.

In 2023, over 35,000 building permits were approved in Spokane. The city has approved more building permits in the last three years than ever before, across the board. In the first three months of 2023, there was a 30% increase in permits for single-family homes and nearly 23 % increase in permits for multi-family housing projects. The increase in permits is in part attributed to “Building Opportunities for Housing” or B.O.H which expanded the types of allowed developments.

Stakeholder interviewees had varying opinions about the City’s recent efforts to expand Middle Housing. Some were very supportive, but believe it needs to be expanded to:

- Include an affordability requirement
- Allow and incentivize smaller developments, such as 6-plexes, which are harder to build cost-effectively than larger multi-family complexes

Some tenant advocates are concerned with displacement of tenants that can occur if affordable housing is demolished to make way for B.O.H. development. They believe that:

- affordable housing will be lost and replaced by higher rent units
- housing that typically has lower barrier background screening policies will be eliminated and replaced by developments that utilize more stringent screening criteria and check criminal history
- remodels, demolition, and building of ADUs allows tenants to be terminated with no cause notice and displaced.
- a right of first return should be required for displaced tenants
- there is a need to open zoning for more larger multi-family housing, not just B.O.H. type housing

Survey Narrative Response

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

...Allow more types of housing, the middle housing and other new code amendments are a good start. Allow tiny house courts, places for those in vehicles to park safely with services, allowing more than 6 unrelated persons to live in a home - provided there is adequate space, modular housing where separate residences share kitchens and bathrooms, allow temporary shelters in people's yards.

One survey participant said that permitting process, fees, and costs are a barrier to developing ADUs:

Survey Narrative Response

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

The process to get a building permit, etc. for new construction or remodeling to allow for additional units is ridiculous and expensive. The zoning was changed to allow for ADU's but the simplest one for just the fees to apply is expensive, not to mention to application forms are difficult to complete when you don't have a person who knows how to draw, the professionals who do it are expensive. The desire for the ADU's are noble, the process is cost prohibitive.

Mixed Use/Income/Space Housing

There is a desire and need for increased mixed use, mixed income, and mixed-use housing. Such housing would owners, renters, low- and high-income households, seniors, and families with children to interact, with walkable neighborhood development and access to green space, public transit, grocery stores, playgrounds, gardens, and libraries. This “Community Model” of housing allows people “to thrive, not just survive” as one stakeholder said.

A barrier to developing housing in and near grocery stores is zoning laws which limit commercial development in residential only neighborhoods.

Another concern is that land which the City may have available to develop may be under long-term contracts, during which time it may be difficult to change to mixed-use.

“Social housing” was suggested by several interviewees and survey participants as a desirable mixed-income housing model, where everyone pays 30% of income, regardless of income.

Survey Narrative Response
What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?
<i>social/public housing</i>
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>Lack of social housing</i>

Siting of Affordable & Permanent Supportive Housing

Much of Spokane’s affordable housing and permanent supportive housing development has been concentrated downtown, in part due to zoning, available property to build, and central access to social services.

However, such “clustered housing” as described on one interviewee, can put people recovering from substance use disorder near those currently using and make it difficult to escape a cycle of relapse, a serious concern especially amidst the fentanyl epidemic.

Scattered Site Housing

Multiple stakeholders interviewed expressed the need for increased scattered site affordable housing. Scattered site housing allows people more options for neighborhood access and deconcentrates people with low incomes from only living near each other. Scattered site housing also enables people to have different housing experiences besides large apartment building living, access different neighborhoods, and also thereby increase equity in school systems.

Rent Stabilization / Rent Control

Public meeting attendees, stakeholder interviewees, and survey responders frequently identified concerns with the lack of laws to ensure rent stabilization or limit rent increases.

Rent control has been illegal under Washington State Law for 40 years:

No city or town of any class may enact, maintain, or enforce ordinances or other provisions which regulate the amount of rent to be charged for single-family or multiple-unit residential rental structures. RCW 35.21.830

Rent stabilization initiatives typically include establishing longer notice periods for housing providers to increase rents. In 2024 a bill was introduced in the WA Legislature that would have increased the notice time for rent increases; the bill passed the House but not the Senate. In April 2024 an ordinance was introduced in the Spokane City Council to increase the notice time for rent increases.

Some tenant advocates say that rent stabilization is needed to even the playing field, that providing rent stabilization is similar to a 30-year fixed rate mortgage available to homeowners,

as well as tax exemptions for homeowners. Landlords often oppose rent stabilization as they say they cannot accurately predict future expenses.

Survey responders shared the following narrative comments:

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Lack of rent control</i>
<i>No limit on the amount and frequency of rental increases.</i>
<i>Lack of stabilized rents</i>
<i>No limits to raising rent/ housing prices</i>
<i>No cap on rent amount increase.</i>
<i>The lack of a rent cap here</i>
<i>Unlimited Increases in rent.</i>
<i>no rent-cap</i>
<i>I'm not well read on rent control policy/practice, but everyone knows minimum wage and even middle-class earnings averages do not keep up with inflation, and specifically the artificial/extreme inflation in rent costs and home purchase prices. The market needs different regulation policies to put people's housing stability ahead of rent/mortgage profits.</i>
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>My concern is landlords raising prices on rent to unaffordable amounts without limits to inflation or other standards. Multiply the rate by number of units and you see the greed!! Subsidies should not try to keep up with greedy landlords either..</i>
What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?
<i>Control raises in rent by corporate owners.</i>

Source of Income Anti-Discrimination Laws

WA Residential Landlord Tenant Act – Source of Income Protection

Source of income discrimination was prohibited by a 2018 WA state legislative amendment to the WA Residential Landlord Tenant Act (RLTA)³⁷, which took effect on September 30, 2018. It applies to all landlords covered by the WA RLTA, and unlike the FHA and WLAD, does not have exemptions for small landlords.

“Source of income” includes benefits or subsidy programs including: housing assistance, public assistance, emergency rental assistance, veterans’ benefits, social security, supplemental security income or other retirement programs; and other programs administered by any federal, state, local, or nonprofit entity. Income derived in an illegal manner is not protected.

A landlord may not refuse to rent based on source of income of an otherwise eligible prospective or current tenant unless: the source of income is conditioned on the property passing inspection; a written estimate of the cost of improvements necessary to pass inspection is more than \$1,500; and the landlord has not received moneys from the landlord mitigation program

³⁷ RCW 59.18.255.

account (established by the WA Legislature in 2018 and administered by the WA Department of Commerce) to make the improvements. If a landlord requires a certain threshold level of income, any source of income in the form of a rent voucher or subsidy it must be subtracted from the total of the monthly rent prior to calculating if the income criteria have been met.

Like the FHA and WLAD prohibitions with respect to their protected classes, the RLTA prohibits the following practices, if based on source of income:

- Expel from real property;
- Make any distinction, discrimination, or restriction in price, terms, conditions, fees, or privileges relating to the rental, lease, or occupancy of real property or in the furnishing of any facilities or services in connection with the rental, lease, or occupancy of real property;
- Attempt to discourage the rental or lease of real property;
- Assist, induce, incite, or coerce another person to commit an act or engage in a practice that violates this section;
- Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under this section;
- Represent that a dwelling unit is not available for inspection or rental when the dwelling unit in fact is available for inspection or rental; or
- Otherwise make unavailable or deny a dwelling unit that, but for source of income, would be eligible to rent;
- Publish, circulate, issue, or display, or cause to be published, circulated, issued, or displayed, any communication, notice, advertisement, or sign of any kind relating to the rental or lease of real property that indicates a preference, limitation, or requirement based on any source of income.

There is no government agency that enforces the source of income protections the WA Residential Landlord Tenant Act (RLTA). A rental applicant or tenant with a claim for source of income discrimination must file a civil action in WA Superior Court. This will usually require that a complainant retain an attorney with the legal knowledge to do so. A person found by the Court to have violated RCW 59.18.255 shall be liable in a civil action for up to 4.5 times the monthly rent of the real property at issue, court costs and reasonable attorneys' fees.

Despite having state legal protection, source of income complaints were frequently reported by interviewees and survey participants. Survey participants made the following narrative comments related to source of income discrimination:

Survey Narrative Responses Re: Vouchers
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Landlords not accepting vouchers</i>
<i>Once vouchers increase in price, the average rent amounts also increase. There was a short amount of time with the Emergency Housing Vouchers (EHV's) where it was easy enough to find an apartment with a voucher but unfortunately rent is increasing too rapidly. Part of the issue of access to housing is how exceedingly difficult it is to obtain a Housing Voucher due to SHA being so far behind year round. Someone may have their voucher but then payments aren't being made by</i>

SHA in a reasonable amount of time. Let alone the inspection times which used to only be about a week but have since increased. The voucher renewal process usually results in "lost paperwork" and extreme delays jeopardizing people maintaining their housing. It is astonishing how SHA remains unchecked so often when it comes to providing timely service to the community. I have seen many people lose housing opportunities and current housing due to their poor organization, paperwork, and processes. All of the above reasons cause landlords to not want to accept vouchers. Much of the time, they will say people are denied for credit even though they had already passed once they find out a voucher is involved. This is both due to SHA's poor practices and a bias landlords have towards voucher holders.

Landlords still regularly screen out potential tenants with housing vouchers, intentionally price units just outside of the voucher payment standard

I know certain apartments create loopholes to deny section 8 vouchers among many other tricks to discourage protected classes from applying and gaining housing.

Denial of housing vouchers by landlords.

I have also noticed that as SHA raises their budgets for the voucher, landlords raise their rents to above the budget, even if the unit is not "worth" that much. I feel this is to intentionally dodge Voucher Holder's leasing up their premises.

voucher, sources of income

If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?

Voucher

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

Most commonly the folks we're trying to help rent a place with a voucher hear that the place doesn't take Section 8 vouchers or will be discouraged from applying if they have a voucher because management / landlords tell them they won't be approved for the place when other folks don't have vouchers.

I believe I have witnessed illegal discrimination by someone in my industry against someone attempting to rent a dwelling unit, because of their protected class.

A property manager telling tenants they would not take section-8

Income discrimination (we don't work with vouchers etc)

I have been discriminated against because I am on housing.

I tried to help a friend find an apartment and he was openly told by landlords that they don't take vouchers.

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

Landlords denying tenancy to someone with a Section 8 voucher unless they also have a co-signer. They indicated all tenants with low income are required to have a co-signer, but this person's rent voucher does not seem to have been included in their income calculation. They are not refusing the rent subsidy. They are claiming the person's income is not high enough.

I have specifically called on a private landlord's home to rent for a voucher holder and was told "I will not rent to anyone with a voucher." I reported this, but because my client (who was homeless and desperately seeking housing) didn't want to fight for the unit, there was nothing that could be done. Landlords are able to say these things and get away with it, especially private one's

What are you most concerned about with respect to fair housing opportunity in Spokane?

Discrimination include ... and landlords discriminating against vouchers

Survey Narrative Responses – Source of Income – Not Specific to Vouchers

What are you most concerned about with respect to fair housing opportunity in Spokane?

Several landlords refuse payments from agencies paying deposits or first month rent. They know they are required to accept Section 8 vouchers, but they don't think the law protects source of income for move-in costs. If the agency pays via "promisory note" or "intent to pay letter" for a check to be mailed after lease signing, they will say payment was not received and block the person from signing the lease. Several of our clients had units approved but rented out from under them because landlord didn't think the promisory note counted as payment. Landlords used to accept these more readily. We think they are doing it on purpose as a way to avoid renting to homeless or disabled people who need rental assistance programs. Some of our clients were so desperate to get keys, they borrowed large sums of money from friends or family instead of waiting for the agency to address the problem with landlord. Landlord knew we were arranging payments but they chose to put high pressure on the applicant instead of calling us about the problem. Then they claimed they did nothing wrong because "client came up with the payment". They did, but it wasn't fair since they are on limited income with financial assistance available.

Discrimination include income, ...

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

income source discrimination

Usually based on source of income - refusal to accept assistance by the landlord.

Native American tenants who pay rent with tribal per capita payments.

I believe I have been illegally discriminated against while attempting to purchase a home in Spokane.

Source of income, self employed

I believe I have witnessed steering to a particular area of Spokane, neighborhood, or housing complex, by a person in my industry, because of protected class.

Yes, but source of income and parts of town that are more affordable

Application process where my clients have been discriminated on income

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

source of income such as SNAP, etc

income source

we have received complaints of discrimination based on ... income source ...

Refusal of Rental Assistance

For a time, rental assistance became widely available during the coronavirus pandemic. However, many survey participants and interviewees reported that landlords did not always accept it. While such payments would seemingly be covered by the WA source of income protections, it is believed by some that a housing provider does not have to accept rental assistance if a condition of acceptance is making changes to the rental agreement, such as agreeing to retain the tenant for a specified amount of additional time.

Stakeholders cited examples of landlords refusing rental assistance offered for seasonal workers during slower winter months, which impacts migrant populations.

Survey responders shared the following comments:

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>A refusal to accept rental assistance by landlord and a lack of enforcement from the Courts.</i>
<i>Landlords refusing to accept rental assistance for tenants</i>
<i>landlords refusing rental assistance</i>
<i>Landlords saying they will not accept promissory notes from housing service agencies. We have clients with deposit assistance who are not allowed to use it by certain landlords. They claim it is not income discrimination. They claim the applicant is welcome to go to the bank to get cash from whatever source of income they have. The problem is that most people on SSI or SSD don't have any savings, let alone \$2000-3000 savings for full month rent and deposit. We point out they qualified for rental assistance due to having a qualifying disability for the rental assistance program. Some landlords back down and accept payment when we write a formal accommodation request letter, but others have said "it is discrimination to treat the disabled person differently from other people that pay with cash." They claim it is not discrimination because some disabled people really are able to go to the bank to get the money. They think someone in a rental assistance program should be in the same financial situation as a disabled person that has a job or trust fund. The landlord sees this as a legal opportunity to avoid low-income renters that may be homeless, mentally ill or disabled.</i>
<i>Too many landlords refuse rental assistance</i>
What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?
<i>Agencies being able to pay by credit card or check immediately without waiting on a payment to be processed later would bypass landlord's concerns about waiting on payment. They claim to "not trust agencies" to honor payment. A centralized funding system for all rental assistance to be distributed by an entity that guarantees payment, instead of making individual housing specialists responsible for handling payments that landlords don't trust. And speeding up the time it takes for an agency to pay. Instead of mailing a check in 1-2 months, they should guarantee payment within 5-10 business days. This would help us out a lot.</i>

Eviction Laws and Practices

An eviction can keep people from being able to access housing again. Survey participants identified negative rental history and evictions as barriers to housing access:

Survey Narrative Responses
If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?
<i>eviction history</i>
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>previous evictions</i>
<i>previous evictions are also a major barrier to moving people out of houselessness to housing.</i>
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
<i>I am a caseworker and many of my clients experience unfair rental practices through leases that are unregulated by law</i>
<i>i have clients that are illegally evicted daily.</i>

Eviction Filings

As of 2018, pre-coronavirus pandemic, Spokane County had 1440 eviction filings, with a rate of 3.95 per day, for a filing rate of 1.9%. This was a higher filing rate than the State of WA (1.5%), as well as a higher rate of households threatened (1.9%) compared to 1.4% for the State. Graphic 9. Spokane County has consistently had a higher eviction rate than the State, from 2000 to 2018. Table 69.

Graphic 9: Evictions Filed - Source: Eviction Lab

Washington		2018		Spokane County		2018	
44.36	Filings per Day	1.52%	Est. Filing Rate ¹	3.95	Filings per Day	1.94%	Est. Filing Rate ¹
Eviction Filings	16,190 ²	Eviction Filings	1,440 ²				
Households Threatened	15,381 ³	Households Threatened	1,408 ³				
Households Threatened Rate	1.44% ⁴	Households Threatened Rate	1.9% ⁴				

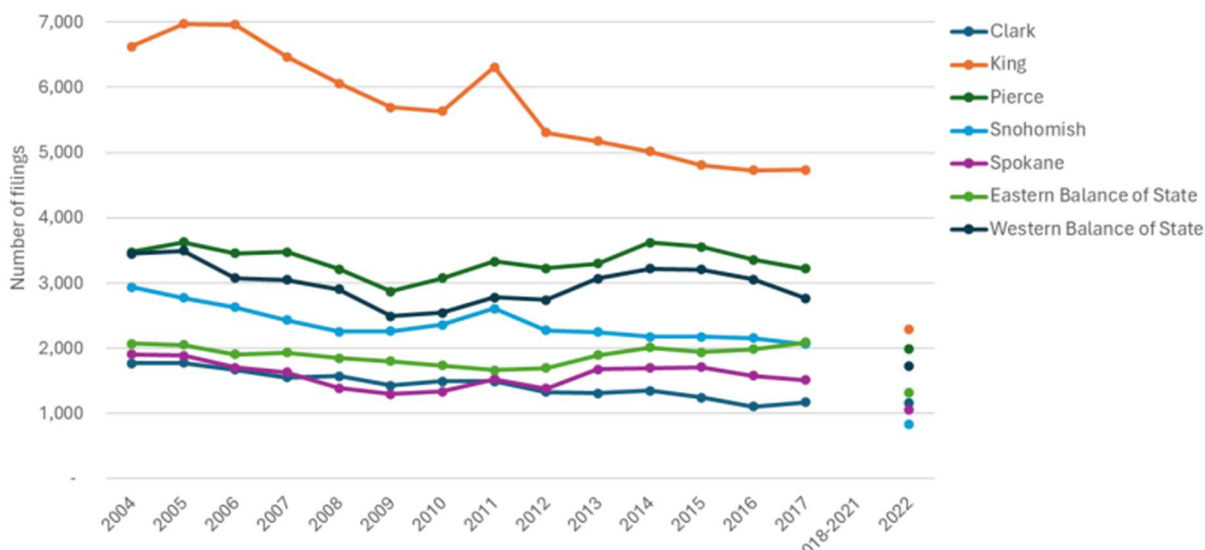
Table 69 - Evictions, 2000 – 2018						
Year	Geo	Filings-per-day	Eviction-filing-rate	Geographic	Filings-per-day	Eviction-filing-rate
2000	WA	48.23	2.19	Spokane Co.	3.84	2.49
2001	WA	52.15	2.33	Spokane Co.	4.16	2.64
2002	WA	51.55	2.26	Spokane Co.	3.72	2.32
2003	WA	54.67	2.36	Spokane Co.	3.72	2.29
2004	WA	61.36	2.61	Spokane Co.	5.23	3.17
2005	WA	62.42	2.6	Spokane Co.	5.18	3.08
2006	WA	59.14	2.43	Spokane Co.	4.68	2.74
2007	WA	56.73	2.29	Spokane Co.	4.49	2.58
2008	WA	53.09	2.12	Spokane Co.	3.82	2.17
2009	WA	49.56	1.94	Spokane Co.	3.56	1.99
2010	WA	50.33	1.94	Spokane Co.	3.65	2.01
2011	WA	54.43	2.07	Spokane Co.	4.19	2.27
2012	WA	49.34	1.85	Spokane Co.	3.78	2.02
2013	WA	51.58	1.9	Spokane Co.	4.61	2.42
2014	WA	55.42	2.01	Spokane Co.	4.65	2.42
2015	WA	55.53	1.99	Spokane Co.	4.7	2.41
2016	WA	50.85	1.8	Spokane Co.	4.35	2.2
2017	WA	49.84	1.73	Spokane Co.	4.15	2.07
2018	WA	44.36	1.52	Spokane Co.	3.95	1.94

Source: eviction-lab.pdf

Eviction filings in 2020 to 2021 were at a historic low due to a combination of federal rental assistance aid and temporary moratoriums on evictions and rent increases during the coronavirus pandemic, and legislative reforms in that changed the legal process landlords have to follow to evict a tenant, including a 2021 law guaranteeing counsel for low-income tenants facing eviction.

Eviction filings over time between 2004 and 2021 are depicted in Graphic 10.

Graphic 10: Eviction Filings



Source: [Final-Report-on-Implementation-of-Tenant-Appointment-Counsel-Program-10-2023.pdf \(wa.gov\)](https://www.wa.gov/tenant-appointment-counsel-program-10-2023)

Eviction filings began rising again in 2022 but remained low through the first half of 2023.

Eviction filings are now increasing, surpassing pre-coronavirus pandemic levels, attributable by tenant advocates to: rent increases being permitted again in late 2021, federal rental assistance ending in summer 2023, the expiration on 4/30/23 of the requirement that housing providers offer reasonable payment plans with any termination notice for debts between 3/1/20 and 4/30/23, and the expiration on 7/1/23 state Eviction Resolution Pilot Program that required landlords to notify a local dispute resolution center before filing for eviction.

In Washington, eviction filings more than doubled over the six months 4/1/23 to 10/31/23.³⁸ In Spokane, monthly filings reached 180 in October 2023, exceeding pre-pandemic rates (est. 118 per day, based on 3.95 per day).

Table 70: Unlawful Detainer Cases Filed between 4/1/2023 and 10/31/2023 by Case Filed Month											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
SPOKANE COUNTY SUPERIOR COURT	108	136	119	100	113	117	109	138	201	180	

Source: The Administrative Office of the Courts, the WA Courts, and the WA State County Clerks³⁹

While eviction filings by race of the defendant was not available for this report, demographic data included in the August 2023 report, Washington State’s Appointed Counsel Program: Baseline Report,⁴⁰ states that the statewide racial composition of clients served was 54.8% White, 10.4% Black, 6% Native American, and 4.1% Latino. This means that Black and Native American people disproportionately participated in the appointed counsel program, compared to their percentages in the overall population.

³⁸[Why have Washington eviction cases doubled in the past six months? | Crosscut – 11/28/23](#)

³⁹[evictions report AOC 2023.xlsx - Google Sheets](#)

⁴⁰[Final-Report-on-Implementation-of-Tenant-Appointment-Counsel-Program-10-2023.pdf \(wa.gov\)](https://www.wa.gov/tenant-appointment-counsel-program-10-2023)

Tenant advocates shared the following comments regarding evictions:

- If tenants are evicted from housing by largest low-income housing providers (such as SHA or Catholic Charities), it is difficult to get back into housing. It should be easier to reestablish tenancy with these providers.
- Spokane should adopt defenses to eviction such as Seattle did, including:
 - Evictions should be prohibited during winter months when seasonal workers, often immigrants, have less employment. Union workers can receive benefits, but if a person is an undocumented immigrant they are not eligible.
 - Seattle's Winter Eviction Protection: This protection applies to eligible tenants from Dec. 1 to Mar. 1. It creates a defense for tenant households whose income is at or below 80% of the area median income during this period. Exemptions to this eviction defense include:
 - Landlords with ownership interest in less than 4 properties
 - If the landlord or their immediate family needs to occupy the unit themselves, they can provide a 90-day notice
 - If the owner wishes to sell a single-family dwelling unit, they can give a 90-day notice
 - Households with school age children shouldn't be evicted during the school year.
 - Seattle's School Year Eviction Protection: This protection applies during the academic year, which runs Sept. to June. It creates a defense for tenant households with children attending school (from daycare to high school) and for tenants employed by schools. Exemptions for landlords include when specific just causes apply (e.g., landlord or their immediate family needing to occupy the unit, violation notices, etc.).
- There have been some improvements with eviction court. People can attend virtually. But sometimes they have a hard time logging in through Zoom.

Right to Counsel

In 2021 Washington State became the first state in the nation to establish a universal right to appointed counsel for indigent tenants in eviction cases. RCW 59.18.640. The responsibility for implementing and administering the Right to Counsel (RTC) program lies with the Office of Civil Legal Aid (OCLA). In March 2024, the Washington Legislature approved \$3 million in additional funding for the statewide tenant RTC program. This funding will allow the program to hire 10 more attorneys, bringing the total to 80 attorneys statewide. These attorneys will handle eviction cases across Washington, particularly in areas with high eviction rates, such as the Seattle area, Clark County, and Spokane County.

Tenant advocates shared the following concerns about the Right to Counsel program:

- Most attorneys who know landlord/tenant law usually defend landlords, so it seems like a conflict of interest when one is assigned to defend a tenant in an eviction.
- During the coronavirus pandemic, there seemed to be an absence of advertising for Right-to-Counsel to people with disabilities who are deaf or blind, or on public buses or television public service announcements. The law was in place, but how many were left out?

Mediation

During the coronavirus pandemic, landlords in Washington State were required to undertake efforts to engage tenants in resolution before filing an eviction case, pursuant to the Emergency COVID-19 Eviction Resolution Pilot Program (ERPP), a mandatory two-year pilot operating statewide from Nov. 1, 2021, to June 30, 2023. As of July 1, 2023, the ERPP ended by state statute. Landlords are no longer required to provide tenants with an ERPP Notice or offer them the option to participate in the ERPP before filing an unlawful detainer (eviction) case in court for unpaid rent.

Local Tenant Protections

Just Cause Eviction

The WA Residential Tenant Landlord Act was amended to require landlords to provide one of the enumerated good cause reasons for terminating month-to-month tenancies. The new law enumerates good cause reasons that a landlord can end the tenancy. Landlords can still end a tenancy at the end of a lease without cause if the initial rental term is between six months and one year and the tenant is given 60 days written notice.

Tenant advocates interviewed provided the following comments regarding need for local tenant protections:

- Spokane should enact a local ordinance to apply just cause to fixed term leases. Since just cause doesn't apply to fixed term leases, housing providers are incentivized to steer people into fixed term leases by offering sometimes significantly higher rental rates for month-to-month rental agreements.
- Rental relocation assistance just be provided for just cause terminations.

Tenant Screening Requirements

Common tenant screening requirements and processes are often impediments to accessing safe, affordable housing, including the following:

Screening Process Transparency

In Washington state, tenant screening requirements are outlined in RCW 59.18.257. Housing providers are required to have Screening Criteria and must provide prospective tenants with a written notice that outlines the qualifications required for approval. The minimum qualifying information listed in the screening criteria must include details such as income, rental history, and credit history.

Despite the requirement, it is not always clear how tenants are selected, especially when there are numerous applicants.

Additionally, many publicly subsidized housing programs have income limits and targeted population criteria (such as LIHTC properties), and units within the same complex may have different criteria, leaving people confused about why they didn't get accepted for a specific unit.

Criminal History

Lack of a “ban the box” law in Spokane is a major barrier to housing for justice involved people, who are disproportionately Black, Indigenous, and other people of color. Having a criminal history does not mean that someone won’t be a good tenant. Conducting an individualized assessment and considering mitigating factors can sometimes show that a specific criminal history has no bearing on whether a person will be a good tenant.

The US Dept. of Housing & Urban Development issued guidance on use of criminal history in housing screening in 2016 and 2022,⁴¹ including prohibiting blanket bans on criminal history, and advising housing providers to conduct an individualized assessment that considers relevant mitigating information beyond that contained in an individual’s criminal record. However, reports of housing denials based on criminal history are prevalent, and applicants and housing providers don’t often know about the right to provide mitigating information as part of an individualized assessment. A local ordinance specifically prohibiting automatic denials of criminal history without conducting an individualized assessment would likely open housing opportunities for people of protected classes with justice involved experiences.

⁴¹<https://www.hud.gov/sites/dfiles/FHEO/documents/Implementation%20of%20OGC%20Guidance%20on%20Application%20of%20FHA%20Standards%20to%20the%20Use%20of%20Criminal%20Records%20-%20June%202010%202022.pdf>;
https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF

Survey Narrative Responses

Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?

Criminal background checks

Criminal history is a HUGE barrier for lots of people. People who want to get out of jail and change their lives. They can't because they can't find housing. Ban the box and stop asking people about their past mistakes. Stop making them relive their trauma.

Landlords refusing to rent to women or people with children due to criminal history of current renters.

The use of background checks that have no nexus in protecting/preserving housing creates a disparate impact on protected classes. For instance, misdemeanors should not limit someone from housing, and unhoused individuals are disproportionately impacted with misdemeanors for trespassing/panhandling, etc. We also know that the BIPOC population is overrepresented in homelessness, so it's a double whammy for those individuals.

The rules for housing that bar anyone with a manufacturing of drugs charge or intent to sell charge from gaining housing. Many of those experiencing homelessness have these charges along with sex registry. While I understand the sex registry is a bit more difficult, the drug charges should not ban someone if they are years in the past.

criminal history

... history of imprisonment are barriers to safe, well-maintained housing

Yes landlords often will utilize a background check ... to determine whether or not to rent a unit to an individual.

If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?

Justice involvement (2 responses)

criminal backgrounds (2 responses)

criminal history (2 responses)

For Criminal history, many owner/agents immediately deny applicants with a felony. I feel there should be a time frame for not only forgiveness but for the applicant to explain their circumstances and what they have done since they were charged.

Background, past

If you believe that discrimination occurs in the sale of housing in Spokane, on what bases do you believe that discrimination is most often based on?

background check status

If you believe that discrimination occurs in mortgage lending in Spokane, on what bases do you believe that discrimination is most often based on?

background check status

What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?

Remove barriers to the justice involved with the exception of SO 2/3. It's a wonder Spokane has homeless issues and drugs on the streets. The laws cause this as well as the government

What are you most concerned about with respect to fair housing opportunity in Spokane?

Discrimination include ... criminal history, ...

Credit Score / History

Like criminal and eviction history, credit scores, or lack thereof, keep people from accessing housing. Comments received include:

- Credit score requirements have become outrageous – housing providers are requiring 700+ and 750+ scores
- During a housing search, 600 was the lowest allowable credit score found, but there was a \$5000 pet deposit
- An advertisement on Trulia required applicants to have no unpaid utilities on their credit record for past 5 years.
- Credit scores and checks also keep people from being qualified to purchase homes
- Credit score requirements have a bigger impact on BIPOC people who have historically been excluded from inter-generational wealth building, through homeownership, employment and education opportunities, and also people with disabilities on fixed incomes who may have experienced credit problems related to periods of medical treatments or health issues.

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>denying tenancy due to low credit score/no credit.</i>
<i>Low credit reports ... are barriers to safe, well-maintained housing</i>
<i>As a property manager, I am denying more people because I cannot qualify them with a credit score and having enough income to support them in the home. It takes months to get a bad tenant out so we no longer can accept those that are marginal. Making the rules harder for the owners and managers is having the opposite affect on housing the lower income classes. Where I used to take a chance, I no longer will. Its better to keep a house vacate them put in someone that wont pay and will destroy the property.</i>
<i>Yes landlords often will utilize ... a credit check to determine whether or not to rent a unit to an individual.</i>
<i>Access to get loan when working and no credit</i>
If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?
<i>Barriers include credit</i>
<i>lack of credit, low credit scores that are not only medical or student debt, but perhaps the ex partner opened credit cards or took out loans in the applicants name. They are denied before they can explain the situation at times.</i>
If you believe that discrimination occurs in the mortgage lending in Spokane, why do you believe it most often occurs?
<i>Banks dont give loans to people that don't have good credit or work history.</i>
What are you most concerned about with respect to fair housing opportunity in Spokane?
<i>Use of racist structures like personal credit scores.</i>

Universal Background and Credit Check

In February 2023, the City Council passed Ordinance C-36366, which creates a portable background and credit check program to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees. The City's Department of Code Enforcement is authorized by the ordinance to publish a request for qualifications from consumer reporting agencies that have the capability to provide certified portable background and credit checks. The content of the background and credit report must comply with state and federal laws and housing requirements, including guidance from the federal government on criminal background checks, and would be decided by the City Council upon the recommendation of an advisory group that must include representatives from landlord, tenant and social services housing organizations. The background and credit check would be paid for by the tenant and valid for 90 days. SMC 10.57.80.

A housing provider is not required to accept the universal background and credit check and can require a different one.

While the law was passed over a year ago, the City has yet to implement this program.

In addition to universal background check, tenant advocates say that there is need for a universal application process.

Lack of Rental History

Similar to not having a credit score, lack of rental history can be a bar to housing access:

Survey Narrative Responses
If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?
<i>previous housing or lack thereof</i>
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Sometimes rental history is a barrier to trans people getting housing because we are unable to prove our housing due to receiving legal name changes, or simply being denied consistently and having to couch surf/live somewhere without a lease/landlord, and this makes us ineligible for housing according to many property management companies.</i>

Rental Regulation

Tenant advocates contend that regulation of rentals is needed to reduce harm, including ensuring compliance with state and local laws and the safety of tenants.

Rental Registry

In February 2023, the City Council passed Ordinance C-36330, unanimously, which established a residential rental registry and imposes a \$15 per unit per year fee, effective January 15, 2024. Thereafter, it is prohibited to make available for rent, or rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the residential rental property at which the unit is located. Landlords who offer below market rentals to low-income tenants may seek a waiver of the \$15 annual fee by registering with the City's affordable rental housing incentive program that CHHS will develop. Non-profits also receive waivers of the registration fees. While the rental registry requirement went into effective in January 2024, currently the City has been relying upon voluntary registrations and is not yet engaging in enforcement action against those who are not registered.

Business Licenses

Ordinance C-36330 also clarified that current Washington State Law and the Spokane Municipal Code require landlords to have a business license for a \$127 annual fee and make the licensing requirements more lenient for landlords who are renting out a room or two in the house they live in or are renting out an unattached accessory dwelling unit on their primary residential property since they would no longer be required to obtain a business license. Spokane's ordinance does not require landlords to have a business license before they can evict tenants, unlike other cities such as Tacoma.

Inspections

The housing stock in Spokane is on average older, from 1950, therefore there is a lot of substandard housing in Spokane. While other cities are conditioning rent increases on ability to pass rental inspections, there is no requirement for properties to be inspected by Code Enforcement prior to, or routinely, as a condition of renting them.

Ordinance C-36366, also passed in February 2023 requires landlords or property managers to self-inspect unit(s) before renting them out and, by engaging in a lease, certify that they have performed the inspections and that their property complies with all the building codes, habitability requirements, and other relevant codes preexisting the City and State codes; make all the necessary repairs to keep the unit in habitable condition as regulated by the City and State codes; and maintain all move-in and move-out inspection records for at least three years. SMS Sec. 10.57.110

The City's Code Enforcement Department may conduct periodic and cause-based inspections of residential rental property. Periodic inspections are conducted on properties selected from the registry. Code Enforcement prioritizes resources based on the level of safety sensitivity to be addressed by an inspection and available resources. SMC 10.57.040. If deficiencies are discovered and continue unremedied after a second inspection, Code Enforcement may schedule subsequent deficiency inspections and assess fees against the

residential rental unit's registrant for the additional safety inspections. Failure to pay assessed fees will bar renewal of a residential rental unit business registration. Code Enforcement may also issue notices of violation and infraction for residential rental units that do not comply with standards and may also issue a complaint to the residential rental unit's registrant to proceed through a building official hearing. Repeat offenders may be subject to a non-compliance fee of \$2,500 per violation.

Rental Assistance

An issue supported by all tenant and landlord advocates consulted for this the report is the need for rental assistance. While there were many reports of landlords who refused rental assistance, these refusals may be tied to strategies to get rid of perceived problem tenants. One landlord advocate interviewed couldn't understand why any landlord would refuse rental assistance from a good tenant.

The Shaping Spokane Together coalition is bringing together organizations that represent diverse and intersectional constituencies in Spokane who are all impacted by housing insecurity. Coalition members represent tenants, people with disabilities, elders, the Latine community, the Black community, indigenous people, and the AAPI community. Futurewise staffs the coalition, whose goals include providing proactive rental assistance (in addition to legalizing middle housing, increasing the number of disability-accessible and age-in-place units, and passing inclusionary zoning policies). The Coalition is promoting proactive rental assistance, similar to what cities like Tampa, FL have done.

Homelessness

Overrepresented Protected Classes

The January 2023 Point-in-Time Count identified a 36% increase in the Spokane County homeless population. People experiencing houselessness in Spokane belong to all races, but some protected classes continue to be disproportionately represented:

- Black and American Indian/Alaskan Native/Indigenous people were disproportionately represented in the 2023 Point-in-Time Count (7% and 8% respectively).
- Data collected under the WA State Dept. of Commerce Encampment Resolution Project (ERP), previously known as the State Right of Way (ROW) project in Spokane, WA, from agencies subcontracting under Empire Health Foundation on Spokane's ERP, reveals racial disparities among those served at Camp Hope and the Adams St Encampments. Like the PIT Count, Black and American Indian/Alaskan Native/Indigenous people were each more than 7% of total clients, double to triple their percentages in the overall Spokane population. Table 71
- 46% of clients served at the Adams St. and Camp Hope Encampments self-reported disabling disabilities, including one or more mental, physical, and/or substance abuse conditions.

Table 71 Race - Adams St. and Camp Hope Encampments						
	4 EHP ERP Agencies	4 EHP ERP Agencies	People Assessed at Adams St.	People Badged at Camp Hope	Total	% of Total
Race	Total	% of Total				
White	106	63.5%	47	312	359	67.9 %
American Indian/ Alaskan Native	12	7.2%	2	40	42	7.9%
Asian	2	1.2%	0	5	5	0.9%
Black/African American	15	9%	2	35	37	7%
Hispanic/Latino	1	0.6%	1	6	7	1.3%
Native Hawaiian/ Pacific Islander	4	2.4%	2	2	4	0.8%
Multi-racial	26	15.6%	8	62	70	13.2 %
Data not collected / did not answer	1	0.6%	0	5	5	0.9%
Total	167	100%	62	467	529	100%

Source: Spokane Low Income Housing, Coordinator of project referrals

Table 71 - Disabling Conditions - Adams St. and Camp Hope Encampments				
	Adams St.	Camp Hope	Total	% of All People
Clients reporting 1 or more disabling conditions			248	46.9%
Clients with Disabling Conditions*	41	202	243	45.9%
Physical	26	87	113	
Mental	35	175	210	
Substance Abuse	42	234	276	
*Clients may have multiple disabling conditions				

Homeless Trends and Needs

A Fentanyl Crisis

The fentanyl crisis is not doubt contributing to those who experience homelessness. Substance abuse was more frequently self-reported to be a disabling condition among clients of the Adams St. and Camp Hope Encampments, more than physical or mental conditions.

Both tenant and landlord advocates interviewed for this report relayed instances of people they had worked to house dying from fentanyl overdoses. With respect to fentanyl, interviewees said:

- We are losing people to fentanyl – resources are needed for treatment, detox, and housing stability
- There are not enough beds for treatment
- This is the last resource piece needed for the supportive housing

In a March 2024 letter addressed to Mayor Brown, Spokane City Council, Spokane County Commissioners, Spokane Regional Health Officer Dr. Velazquez, Spokane Tribal Chair Woman Tonasket and Governor Inslee, members of the Experience Matters Leadership Team say the impact of fentanyl-related incidents has "reached a critical level, necessitating, urgent and comprehensive intervention," adding the crisis has had a disproportionate impact on people of color and those who are homeless.

Permanent Supportive Housing

It is often a difficult adjustment to be in housing after experiencing homelessness. It is a huge challenge to get people into housing, but it is also a challenge to help people remain housed. Community advocates said there are not enough supportive services and too few case managers to meet the need, and that more permanent supportive housing is needed.

Disparities in Adverse Childhood Experiences (ACES)

BIPOC people are disproportionately removed from families and placed in foster care. In turn, youth who age out of foster care often become homeless. Community advocates, however, say that older adults experiencing homelessness are not often asked if they were in foster care as children. They suggest that using surveys or other polling methods could be a way to document the incidence of foster care and other ACES among the adult homeless, to develop social supports for children and youth today before they become homeless.

More Elderly Homeless

Community organization representatives interviewed report seeing more elderly people needing homeless and services. Northwest Fair Housing Alliance staff also report increased intakes from seniors who are on the verge of becoming homeless due to increased rents beyond their fixed incomes.

Regional Homeless Authority

The City Council voted to slow progress on a Regional Homeless Authority plan drafted by Spokane Unite, passing a resolution in August 2023, calling for more data and transparency, removing “detention” from the coalition’s priorities and allowing more time to make a decision. The Spokane Homeless Coalition, Spokane Regional Continuum of Care (COC) board, and other service providers had objected that the Authority’s leadership board did not include people with lived experience or service providers who work with the houseless population and included a focus on public safety and detention.

Homeless Planning

Community advocates working with houseless populations who were interviewed commented:

- There is a need for funding for a 5-year homeless plan
- COC needs to be supported and invested in. CMIS has resources but there is no COC support.
- The COC board has members who are unpaid from nonprofits
- The City should apply for a WA Dept. of Commerce planning grant

Racial Equity

Representation

BIPOC people, as well as people with disabilities and other lived experiences, need to be included in City and Regional Boards and Commissions. As discussed above, the draft Regional Homeless Authority plan did not have the support of key community organizations and coalitions, in part because of lack of representation of people with lived experience and homeless service providers on the Board. The plan’s included focus on detention and public safety did not reflect the perspectives of impacted persons and stakeholders.

Survey Narrative Responses
Are you aware of any housing practices in Spokane that are barriers to equal and full access to housing?
<i>Landlords are disproportionately white while renters are disproportionately Black and Brown. Imbalance of power between landlords and tenants.</i>
<i>No Native American advocates to sit on community board meetings or have a voice for concerns. Spokane has a significant Native American population.</i>

SMC [Sec 08.07C.040](#) created the Housing Action Subcommittee, an advisory Committee formed by City Council by resolution, to provide recommendations s to City Council concerning use of funds derived from a sales and use tax to be used for affordable housing (“1590” funds), and input on use of funds derived from any tax increment financing districts which provide or allow for the use of revenues for affordable housing. Appointments to the sub-comm shall be made to ensure a significant degree of participation by people who have been most negatively

impacted by the present housing crisis and historical patterns of discrimination in housing markets and housing policy, including families at risk of homelessness or with a lived experience of homelessness; Black, Indigenous, and other people of color; immigrants; seniors; people with disabilities; domestic violence survivors, unaccompanied homeless youth or young adults; and veterans. Similarly, SMC [Sec 08.07C.050](#) calls for applications for construction, rehab, or acquisition project funding and housing-related services funding to be reviewed by at least 1 individual that serves on the Housing Action Subcommittee, 1 individual that serves on the Equity Subcommittee, 1 individual who reps. impacted communities, and 1 individual who serves on the CHHS Board, with the assistance of appropriate Administration and Council staff. However, there seems to be some uncertainty about how the Housing Action Subcommittee and [Sec 08.07C.050](#) application review group interrelate with established City department permitting procedures and housing development granting processes.

Race Equity Framework

Structural racism is a significant barrier to racial equity.⁴² The United States has a long history of inequity in housing systems, including:

- Racially segregated neighborhoods,
- Large gap in homeownership rates between white households and households of color,
- Devaluation of housing in communities of color, and
- Policies that limit housing opportunities for formerly incarcerated individuals.⁴³

According to the National League of Cities, redlining, racialized zoning, segregation, predatory lending, urban renewal and exclusions in the New Deal and the G.I. Bill are examples of public policies that have produced racial disparities that permeate housing policy today.⁴⁴

The result of these discriminatory housing practices among Black people and people of color are a main driver for the country's housing affordability crisis.⁴⁵ Nationally,

- Homes in black neighborhoods undervalued by \$48k per home on average, amounting to \$156 billion in cumulative losses.
- Black, Native American, and Latinx households more likely than white households to be extremely low-income renters – with incomes at or below poverty level or 30% of AMI.
- Low-income women of color particularly cost-burdened and face higher rates of eviction.
- 63% of American Indian or Alaskan Native households extremely low-income renters are severely housing cost-burdened
- Black people make up 13% of the general pop., but more than 40% of the homeless pop.

To rectify these disparities, race conscious decisions by government are usually prohibited. Federal, state, and local government entities generally cannot use race as a classification when choosing target populations in the design of equitable programs or policies.

⁴²[FHEO Table Talks Learning Brief: Advancing Racial Equity and Fair Housing \(hudexchange.info\)](#)

⁴³Id.

⁴⁴[Embedding Racial Equity in Housing - National League of Cities \(nlc.org\)](#)

⁴⁵Id.

The US Constitution equal protection clause as applied to states and localities, limit abilities to confer benefits or impose burdens based on race.⁴⁶ Federal statutes prohibiting discrimination on the basis of race, such as the Fair Housing Act, may also restrict the use of racial classifications.⁴⁷

Addressing these housing disparities will require such efforts as producing more affordable housing, preserving existing affordable housing, and preventing displacement.

While there is a demonstrated need to prioritize racial equity within government programs and policies, federal law, and in some instances state law, restricts localities' ability to factor race expressly into their decision making, thereby limiting the ability of local governments to create policy solutions that remedy historical harms rooted in racism and necessitating the use of equitable, race-neutral metrics.⁴⁸

A racial equity analysis does not inherently violate fair housing laws. While promoting racial equity, it is essential to strike a balance with fair housing principles. Policies and practices should not discriminate against any group but should create opportunities for historically marginalized communities. A racial equity analysis can enhance fair housing by identifying and rectifying disparities.

A racial equity analysis examines policies, programs, and practices to identify and address racial disparities, and helps uncover systemic biases and ensures that decisions do not perpetuate inequality. For example, a 2021 federal Executive Order directed each federal agency to assess whether, and to what extent, its programs and policies perpetuate systemic barriers to opportunities and benefits for people of color and other underserved groups.⁴⁹

While race-conscious policies are subject to strict scrutiny judicial review, race-neutral policies are subject to the more lenient rational basis standard. Use of set-asides, quotas, or percentages based on race in government policies is impermissible, but governments can generally use race-neutral metrics to indirectly address racial disparities. Race-neutral categories can be used to design legally defensible, equitable programs, considering such race-neutral metrics such as federal poverty line based on household income or percentages of area median income.

Governments must be able to articulate a nondiscriminatory reason for the race-neutral category of choice. For example, income-based eligibility for programs that provide financial assistance (e.g., down payment assistance or emergency rental assistance) has a nondiscriminatory basis: they target financial assistance at people most likely to need it, those with the least financial resources.

⁴⁶[Policy Primer: Incorporating Racial Equity into Housing Policy \(changelabsolutions.org\)](https://www.changelabsolutions.org/policy-primer/5/23) – 5/23.

⁴⁷The Fair Housing Act prohibits discrimination based on race, color, religion, sex, disability, national origin, or familial status in housing-related activities. It aims to ensure equal access to housing opportunities for all.

⁴⁸[Policy Primer: Incorporating Racial Equity into Housing Policy \(changelabsolutions.org\)](https://www.changelabsolutions.org/policy-primer/5/23) – 5/23.

⁴⁹[Exec. Order On Advancing Racial Equity & Support for Underserved Communities Through the Federal Government, 1/20/21, https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/](https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/)

Specific to housing, Spokane Municipal Code Sec 08.07C.030(C) requires that recommendations on the use of sales and use revenues collected for housing and housing-related supportive services (“1590 funds”) employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.

In employing a racial equity framework, the City should look at whether racial groups are excluded from participation in projects or services, explicitly or disproportionately, and if so, try to discern the reasons (location, design, systems, marketing, etc.). Then, deploy strategies to address the causes, using race neutral policies that will increase participation of people historically or currently marginalized in housing. Such strategies could include but are not limited to:

- Marketing of funding opportunities and program services in diverse community news media that reach a variety of populations
- Transparency in funding awards and processes
- Provision of and referral to technical assistance resources for funding applications
- Creating incentives for partnerships between experienced housing developers and community organizations that serve marginalized and impacted communities and neighborhoods
- Advancing homeownership for BIPOC people who have disproportionately low homeownership rates, using Special Purpose Credit Programs (homeownership assistance programs specifically targeted to economically disadvantaged protected classes who would otherwise be left out of lending opportunities is specifically authorized by the Equal Credit Opportunity Act – (see, e.g., the WA Covenant Homeownership Act homebuyer assistance programs to be offered by the WSHFC in July 2024).

Finally, data should be collected and reviewed to determine whether public contracts or public benefits are awarded in an inclusive, nondiscriminatory manner.⁵⁰

Other cities and public institutions in Washington have adopted race equity toolkits and analysis tools.⁵¹ It is recommended that Spokane adopt such a tool, including procedures on how, when, and who within City government is to utilize it.

⁵⁰Ex: Prior to 2019, King County and the City of Seattle used Coordinated Entry for All, a housing referral program for people experiencing homelessness which used a prioritizing “vulnerability index” screening tool. After collecting and analyzing program data, it was discovered that families with a white head of household were significantly more likely to be referred for housing than households of other races. New race-neutral criteria were selected, to reduce the weight of the vulnerability index score and increase the weight of chronic homelessness, history of foster care, and presence of children or pregnant people in the household. [Policy Primer: Incorporating Racial Equity into Housing Policy \(changelabsolutions.org\)](https://www.changelabsolutions.org/policy-primer/incorporating-racial-equity-into-housing-policy)

⁵¹E.g., The Race and Social Justice Initiative (RSJI) is a division of the Seattle Office for Civil Rights, codified by ordinance ([CB 120525](https://www.seattle.gov/legislation/codified-by-ordinance/cb-120525)). The goal of RSJI is to end institutional racism within City government, working toward a vision where racial disparities will be eliminated and racial equity achieved. [https://www.cityoftacoma.org/government/city-departments/equity and human rights/equity and e](https://www.cityoftacoma.org/government/city-departments/equity-and-human-rights/equity-and-e)

Discrimination or Violations of Civil Rights Law Related to Housing or Access to Community Assets Based on Protected Class

State and Local Fair Housing Laws

Washington Law Against Discrimination (WLAD)

The Washington Law Against Discrimination (WLAD)⁵², like the FHAct, prohibits discrimination in housing on the basis of race, color, national origin, sex, disability, and familial status, and additionally on the basis of creed, sexual orientation (including gender expression / identity), marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability (unlike the FHA, the WLAD protects temporary and mitigated disabilities), the use of a trained dog guide or service animal by a person with a disability, and retaliation for opposing an unfair practice.

The WLAD is substantially equivalent to the federal Fair Housing Act. Amendments were made to the WLDA in 1993 to reflect major amendments to the federal fair housing law made in 1988. These changes added prohibitions against discrimination on the basis of disability and the status of being a family with children. There are, however, a few significant differences between the federal FHA and the WLAD. The WLAD includes four additional protected classes: creed (rather than religion), marital status, sexual orientation, and honorably discharged veteran or military status. Similarly, even if a dwelling is exempt under one of the FHA exemptions, the WLAD only exempts such dwellings from the requirements to make reasonable accommodations and modifications for people with disabilities. The WLAD was amended most recently by the Washington Legislature in 2018 to clarify that its narrow definition of “service animal” (a dog or miniature horse, individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability), a definition similar to that in the Americans with Disabilities Act (ADA) regulations, applies only in Washington employment and public accommodation settings, not to housing accommodations or real estate transactions.

Spokane Human Rights Ordinance – Title 18

The Spokane Human Rights Ordinance does not provide a cause of action under state law or form a basis for relief in the state courts. The commission of an act of discrimination as defined in Title 18 is punishable as a Class 1 civil infraction. All causes of action for violations of the ordinance lie with the City of Spokane’s Hearing Examiner, Municipal Court, or appellate review in the Superior Court. Aggrieved persons may also institute any action or pursue any civil or

empowerment framework. The City utilizes the RSJI Racial Equity Toolkit which lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity. [RacialEquityToolkit_FINAL_August2012.pdf \(seattle.gov\)](https://www.cityoftacoma.org/government/city_departments/equity_and_human_rights/equity_and_empowerment_framework). See also, Tacoma’s Equity and Empowerment Framework goals, at https://www.cityoftacoma.org/government/city_departments/equity_and_human_rights/equity_and_empowerment_framework, and the Seattle Public Schools Racial Equity Analysis Tool, at https://www.seattleschools.org/wp-content/uploads/2021/07/racial_equity_analysis_tool.pdf.

⁵² RCW 49.60.

criminal remedy for the violation of such person's civil rights, as nothing in Title 18 limits or expands any causes of action available under federal or state law.

An individual claiming to be aggrieved by a practice prohibited by the Ordinance may, within six months from the date of the occurrence of the alleged unlawful practice, file a complaint on forms available from the Spokane Human Rights Commission (SHRC). The SHRC is to prioritize resources to focus on resolving complaints that are not within the jurisdiction of government or non-profit agencies other than the commission. Complaints that claim a violation of state or federal law are to be referred to the appropriate state or federal agency. Complaints that are only jurisdictional under Title 18 are forwarded by the SHRC for review by the City or an agency or organization with which the City maintains a contractual relationship for the purpose of reviewing such complaints ("reviewing agency"), to determine whether the allegations stated on the face of the complaint, if true, would be a prohibited practice as stated in SMC 18.01.040 or chapter 18.03 SMC. Northwest Fair Housing Alliance has been the contracted reviewing agency since January 1, 2018.

Upon receipt of a complaint, the reviewing agency reviews the factual allegations of the complaint, interviews the complainant, takes a statement from the complainant, interviews the person accused of discrimination and documents that interview in a writing, and if applicable, interviews all participants and witnesses having relevant information regarding the allegation of discrimination, and documents those interviews in writing. If, as the result of the interviews, the reviewing agency determines that the complaint states a violation of the ordinance, the reviewing agency communicates that determination in writing to the complainant and the city attorney's office, with a copy to the SHRC. If the reviewing agency determines that the complaint does not state a violation of the ordinance, it is dismissed. Complaints that claim a violation of a prohibited practice established only in Title 18 shall be referred to a WA State Dispute Resolution Center established under ch. 7.75, RCW, or by a mediator agreed upon by all parties, within thirty days of the filing of the complaint. Mediation sessions are not open to the public. If the mediation resolves the complaint, the mediator will notify the City of the resolution and the complaint file will be closed. Complaints that are not resolved through mediation shall be submitted to the City Prosecutor for a determination as to the filing of a civil infraction pursuant to chapter 1.05 SMC. Any person whose complaint has been dismissed may appeal the dismissal to the hearing examiner, who shall review the complaint and the decision to dismiss the complaint under an abuse of discretion standard of review. The hearing examiner may affirm the dismissal, reverse the dismissal, or remand the complaint to be processed according to the ordinance's investigation procedure. Any person who is aggrieved by the decision of the hearing examiner on administrative appeal may institute an action for judicial review in the Superior Court.

In 2018, two complaints were referred by the City of Spokane to NWFHA for investigation of alleged violations of the source of income prohibitions of Title 18. One alleged the denial of a section 8 voucher, the other alleged termination of tenancy for use of a section 8 voucher. There was insufficient evidence to prove that discrimination based on source of income in these cases occurred, due the need to relocate tenants for renovation and asbestos abatement in one instance, and the policy of not entering into 12-month leases with tenants, usually required for the first 12 months of voucher placement by the Housing Authority.

Due to the enactment of source of income protections in the WA Residential Landlord Tenant Act effective January 2019, most complainants of source of income discrimination file

complaints in Court under the WA RLTA, rather than with the City under Title 18, due to the possibility of recovering damages under the RLTA. Title 18 only makes housing discrimination an infraction, with no damages available for a complainant. However, to avail themselves of the possible damages under RLTA for source of income discrimination, a complainant will usually need to retain the services of an attorney. Although attorney fees are awardable by the Court pursuant to the RLTA, some complainants may find that finding and retaining an attorney is a barrier to pursuing relief in the Courts.

Community Reports / Perceptions of Discrimination Based on Protected Classes

Over twenty percent of housing consumer responders identified that they work for an organization on behalf of tenants or homebuyers and that their organization has received housing discrimination complaints from clients/constituents/members that occurred in Spokane.

Perceptions and Reports of Housing Discrimination - Rental

Fifty-seven percent of housing consumer / advocate responders believe rental discrimination occurs commonly, while 38% of housing provider / advocate responders believe it is common. 34% of all survey participants believe it occurs occasionally. Very few responders in both survey groups believe it rarely or never occurs (1.7% of total responders).

Both survey groups believe rental discrimination most often occurs because of source of income (66.4%) and race (65.5%), followed by immigration/citizenship status (49%), disability (48%), color (41.6%), sexual orientation (40.7%), familial status (36.7%), national origin (33%), and sex/gender (25.7%). Marital status, veteran status, and religion were all selected least often.

18% of housing consumer survey responders believe they have been discriminated against while attempting to obtain rental housing in Spokane.

40% of housing provider survey responders believe they have witnessed illegal discrimination by someone in their industry against someone attempting to rent a dwelling unit, because of their protected class.

18% of housing consumer survey responders believe they have been illegally discriminated against while renting in Spokane (e.g., treated differently because of protected class, harassed because of my protected class, etc.). 35% of housing provider responders believe they have witnessed illegal discrimination by someone in their industry against someone during their tenancy (treated differently because of protected class, harassed because of protected class, etc.).

8% of housing consumer survey responders believe they have been illegally discriminated against and terminated from rental housing in Spokane because of protected class.

Perceptions and Reports of Housing Discrimination - Sales

Fewer survey participants believe that discrimination commonly occurs in the sale of housing than rental discrimination (33% of all responders). Fewer responders believe it occurs rarely (19%) or never (4%). More responders believe it occurs occasionally (46%)

Most housing survey respondents believe discrimination in sales occurs because of race (65% of all responders) and source of income (63%), followed by immigration/citizenship (49.3%),

color (42.3%), sexual orientation (39.6%), national origin (38%), and disability (34%). Less than 30% selected marital status, sex/gender, familial status, veteran/military status, or religion.

7% of housing consumer responders believe they have been illegally discriminated against while attempting to purchase a home in Spokane.

5% of housing provider responders believe they have witnessed illegal discrimination by someone in their industry against a person attempting to purchase a home in Spokane, based on their protected class.

Perceptions and Reports of Housing Discrimination - Lending

34% of all survey participants believe that discrimination commonly occurs in mortgage lending. Fewer responders believe it occurs rarely (17.7%) or never (8%). 41.6% believe it occurs occasionally.

Most survey respondents believe discrimination in lending occurs because of source of income (68.8%) or race (59%), followed by immigration/citizenship status (46%), disability (40%), color (37.6%), national origin (34%), and marital status (31%). Less than 30% selected sexual orientation, sex/gender, familial status, veteran/military status, or religion.

5.6% of housing consumer survey responders reported being denied a mortgage loan due to protected class.

10% of housing provider responders believe they have witnessed lending discrimination by someone in their industry against a person attempting to obtain a mortgage based on protected class.

Survey Narrative Response - Lending
I have been denied a home mortgage loan in Spokane because of my protected class (race, disability, sex, national origin, etc.)
I haven't bothered to try because as a brown, single mother, it feels impossible.

Perceptions and Reports of Housing Discrimination - Insurance

2% housing consumer responder has had difficulty obtaining homeowner's insurance in Spokane because of protected class.

19% of housing provider responders have had difficulty obtaining, or have had to pay higher premiums, for property insurance in Spokane because the occupants of dwelling units they manage, own or serve have disabilities, are unrelated, or have assistance animals or children.

Perceptions and Reports of Housing Discrimination - Steering

14% of housing consumer responders believe they have been steered to a particular area of Spokane, neighborhood, or housing complex because of race, national origin, disability, or presence of a child. 30% of housing provider responders believe they have witnessed steering to a particular area of Spokane, neighborhood, or housing complex, by a person in their industry, because of protected class. Survey participants reported the following instances of discrimination:

Survey Narrative Responses – Discrimination Against Protected Classes
I believe I have witnessed illegal discrimination by someone in my industry against someone during their tenancy (treated differently because of protected class, harassed because of protected class, etc.)
<i>Witnessed a rep from large property manager company ins Spokane treat protected class awful all the time for seemingly no reason</i>
Survey Narrative Responses – Steering
I believe I have been illegally discriminated against while attempting to purchase a home in Spokane.
<i>but I was told about certain neighborhood demographics and not wanting to live in certain neighborhoods by my real-estate agent.</i>

Perceptions and Reports of Housing Discrimination – By Protected Class

Survey Narrative Responses - Race Discrimination
I believe I have been illegally discriminated against while attempting to obtain rental housing in Spokane?
<i>My last name could be seen as a racial name and we applied to so many rental agencies and not one would even call us back.</i>
<i>As a black man, I was searching for housing and found a unit that I wanted and applied for the unit. When my application was approved I was charged a larger security deposit than what was advertised for the unit that I had applied for.</i>
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
<i>A client feels she is not getting treated the same as others based upon her race and color. She has not had the same help as others in regards to referrals, programs etc. by (redacted)</i>
I believe I have witnessed illegal discrimination by someone in my industry against someone during their tenancy (treated differently because of protected class, harassed because of protected class, etc.)
<i>Many of my clients have reported that they felt like a landlord was issuing them notices or similar because of their race.</i>
I believe I have witnessed steering to a particular area of Spokane, neighborhood, or housing complex, by a person in my industry, because of protected class.
<i>I have been steered towards “nicer” neighborhoods than I could afford by leasing agents and real estate agents and I think this was in part because of race. I’m certain the opposite happens too.</i>
If you believe that discrimination occurs in the sale of housing in Spokane, why do you believe it most often occurs?
<i>similar to systemic racism in areas like hillyard</i>
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
<i>Discrimination based on race...</i>
<i>we have received complaints of discrimination based on: race, ...</i>

I have received complaints of racism and ...from constituents which I cannot do much about in my job so I have to direct them to other resources.

Survey Narrative Responses – Sex Discrimination

I believe I have been illegally discriminated against while renting in Spokane (e.g., treated differently because of my protected class, harassed because of my protected class, etc.)

As a woman my landlord had little respect for me and would not announce when he was coming to work on the unit ahead of time. Multiple times I thought someone was breaking in.

Being a single Asian woman I have experienced sexual harassment by landlords.

I have been denied a home mortgage loan in Spokane because of my protected class (race, disability, sex, national origin, etc.)

They didn't say they wouldn't give me a loan because I am a woman, but I believe it.

What are you most concerned about with respect to fair housing opportunity in Spokane?

Domestic violence causes 85% of homelessness among women.

Survey Narrative Responses – National Origin Discrimination

I believe I have witnessed illegal discrimination by someone in my industry against someone attempting to rent a dwelling unit, because of their protected class.

National Origin ("why can't they call me themselves"), "that's not really the kind of place we are" etc.

Survey Narrative Responses – Familial Status

I believe I have been illegally discriminated against while attempting to obtain rental housing in Spokane?

I attempted to look at housing for my grandchildren. Being a grandparent, they were happy to show the units. The second kids were mentioned, suddenly there were pending applications.

If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?

We've had one participant be told that if she has any children they won't renew her lease as well.

Single mothers of children under the age of 18.

I believe I have been illegally discriminated against while renting in Spokane (e.g., treated differently because of my protected class, harassed because of my protected class, etc.)

In 2019 I had a one bedroom apartment that my 2 children stayed with my part time. We converted the 'dining room' into a bedroom since it had an egress window. My youngest was under 1 year old and my oldest was 5. I wanted to add an adult household member to the lease and was told I could not. This household member was necessary to help me cover bills and care for my children. When I pointed out the 2 heartbeats per room HUD rule, and that living rooms count as sleeping space, they claimed that my children were heartbeats and they denied my request to add a household member. They refused to even screen the member to be added.

Survey Narrative Responses - Sexual Orientation / Gender Identity Discrimination

I believe I have been illegally discriminated against while attempting to obtain rental housing in Spokane?

My partner and I were about to get approved to rent a house, but then we met the owners and they saw we are queer and transgender. They made up some excuse about us having bad rental

<i>history (but I have never had any problems with previous rentals and always left everything in immaculate condition).</i>
If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?
<i>landlords' discrimination due to sexual orientation</i>
<i>we have received complaints of discrimination based on ... sexuality/gender/transgender</i>
<i>I have received complaints of ...and homophobia from constituents which I cannot do much about in my job so I have to direct them to other resources.</i>
I believe I have been illegally discriminated against while renting in Spokane (e.g., treated differently because of my protected class, harassed because of my protected class, etc.)
<i>Under one of our property managers, we went for several months without a refrigerator despite that being part of our rental agreement. We made multiple attempts to get this situation resolved, but as a queer person, you know that you can't push issues like "not having a place to store food" too hard without risking getting kicked out.</i>
Survey Narrative Responses – Marital Status Discrimination
I believe I have been illegally discriminated against while attempting to obtain rental housing in Spokane?
<i>I was previously turned down for a rental property because the property owner refused to rent to unmarried couples on the basis of discriminatory religious beliefs he held.</i>
Survey Narrative Responses – Immigration Status Discrimination
If you believe that discrimination occurs in the sale of housing in Spokane, why do you believe it most often occurs?
<i>Illegal statis</i>

Federal and State Agencies that Provide Fair Housing Enforcement

The following entities provide fair housing enforcement in Spokane:

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

FHEO HUB Office, 909 1st Ave., Ste. 205, OAE, Seattle, WA 98104
(800) 877-0246 or (206) 220-5170, TDD: (206) 220-5185, FAX: (206) 220-5447

Nationally, the HUD Office of Fair Housing and Equal Opportunity administers federal laws and establishes national policies that make sure all Americans have equal access to the housing of their choice. Particular activities carried out by the Office of Fair Housing and Equal Opportunity include implementing and enforcing the Fair Housing Act and other civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments Act of 1972, and the Architectural Barriers Act of 1968. In addition, FHEO

- manages the Fair Housing Assistance Program (FHAP) (WSHRC is a FHAP)
- administer the award and management of Fair Housing Initiatives Program (FHIP) grants (NWFHA is a FHIP grantee);
- proposes fair housing legislation;

- works with other government agencies on fair housing issues;
- reviews and comments on Department clearances of proposed rules, handbooks, legislation, draft reports, and notices of funding availability for fair housing considerations;
- interprets policy, process complaints, perform compliance reviews and offer technical assistance to local housing authorities and community development agencies regarding Section 3 of the Housing and Urban Development Act of 1968;
- ensures the enforcement of federal laws relating to the elimination of all forms of discrimination in HUD's employment practices;
- conducts oversight of the Government-Sponsored Enterprises, Fannie Mae and Freddie Mac, to ensure consistency with the Fair Housing Act and the fair housing provisions of the Federal Housing Enterprises Financial Safety and Soundness Act; and
- works with private industry, fair housing and community advocates on the promotion of voluntary fair housing compliance.

WASHINGTON STATE HUMAN RIGHTS COMMISSION (WSHRC)

711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490

Tel: (360) 753-6770, Fax: (360) 586-2282, TDD: 1 (800) 233-3247

The WSHRC administers the State law prohibiting discrimination in employment, credit, and insurance transactions, public accommodations, and real property transactions against the federally protected classes and based on creed, marital status, sexual orientation, veteran status, and citizenship/ immigration status. The duties of WSHRC include processing complaints, establishing regulations, conducting studies, and providing educational and consulting services. WSHRC has five members appointed by the Governor and operates district offices in Olympia, Vancouver, Spokane, Yakima, and East Wenatchee. The WSHRC has a cooperative agreement with HUD to process and investigate dual-filed housing complaints for which the Commission receives federal funding under the Fair Housing Assistance Program (FHAP). The Commission is a FHAP agency because Washington's law is substantially equivalent to the federal Fair Housing Act. Most of the Commission's housing cases are dual filed with HUD; however, in some instances, the state fair housing law is more expansive than the federal fair housing law and the Commission will prepare a complaint with Commission jurisdiction only.

The Complaint Process - HUD / WSHRC

The Fair Housing Act (FHA) allows all aggrieved persons to file fair housing complaints with HUD. An aggrieved person includes any person who (1) claims to have been injured by a discriminatory housing practice; or (2) believes that such person will be injured by a discriminatory housing practice that is about to occur. Administrative complaints must be filed with HUD within one year of the alleged discriminatory practice. 24 CFR § 103. In Washington, HUD refers almost all complaints to a HUD recognized Fair Housing Administration Program (FHAP) (a state or local enforcement agency with a substantially equivalent fair housing law or ordinance) for investigation and enforcement. Complainants can also file complaints directly with the Washington State Human Rights Commission (WSHRC).

After a complaint is filed with HUD and/or the WSHRC, a Respondent receives notification and a copy of the complaint, and then has ten days in which to file an answer. The Assistant

General Counsel has authority to authorize the U.S. Department of Justice (DOJ) to seek preliminary relief in appropriate matters. HUD can also issue subpoenas in aid of its investigation. The FHA and its regulations require that HUD investigators attempt to resolve a complaint through conciliation prior to the issuance of a determination. If conciliation attempts are unsuccessful, the investigation will continue, with two possible outcome determinations: “no reasonable cause”, or “reasonable cause”, accompanied by the issuance of a charge of discrimination. Upon issuance of a charge, any party may elect to have the matter heard in federal district court. If elected, the matter is referred to the DOJ to file a civil action (or WA Attorney General if the WSHRC investigates). Otherwise, an Administrative Law Judge (ALJ) hears the matter. However, a complainant is not required to file a HUD administrative complaint or exhaust administrative remedies before filing an action in federal district or state court. A complaint must be filed in Court within two years of the last act of discrimination. If a complainant is successful in either an ALJ hearing or in Federal District Court, he or she can be awarded compensatory damages (tangible out-of-pocket actual damages, and intangible damages (for emotional distress, loss of housing opportunity, and violation of civil rights)), equitable relief (injunctive and declaratory), and attorney fees. 42 U.S.C. §3613. Respondents can also be ordered to pay civil penalties, monetary sums that are payable to the federal or state government. If a complaint is filed in federal district court, a plaintiff can also receive punitive damages, as well as a jury trial.

Administrative Fair Housing Complaints Filed with HUD and/or WSHRC

Complaint data for Spokane was obtained from HUD and the WSRHC. The Complaint Tables below detail the number and type of complaints from Spokane as reported by HUD and the WSHRC. The number of complaints filed with these agencies exceeds the number of complaints NWFHA filed with HUD and the WSHRC, as complainants can file complaints directly with HUD and the WSHRC and need not enlist NWFHA’s assistance. Between 7/1/19 and 3/31/24 at least 62 complaints filed with HUD and / or the WSHRC originated in Spokane.⁵³

Most, but not all, complaints filed with HUD are referred to the WSHRC for investigation pursuant to WSHRC’s status as a HUD recognized Fair Housing Administrative Program (FHAP). Until 2019, when the WA Law Against Discrimination amended provisions regarding service animals went into effect, HUD retained and investigated housing discrimination complaints involving assistance animals. HUD also typically retains and investigates complaints based on allegations of design and construction provisions of the Fair Housing Act.

⁵³Complaints referred by HUD to WSHRC are “dual filed” and assigned both HUD and WSHRC complaint numbers. Therefore, separate complaint data provided by HUD and WSHRC for Spokane included complaints that should only be counted as one complaint for purposes of calculating the number of discrimination complaints originating in the City. Complaint lists provided by HUD and WSHRC included different data fields that had to be reconciled to identify the same complaints on both lists (e.g., WSHRC data included case numbers and zip codes, while HUD data provided the city of violation, but no case numbers). Where address of violation was not provided it was not always possible to determine whether the complaint originated in City of Spokane as some zip codes overlap City boundaries – therefore these complaints were not included in this report. Thus, the total number of complaints originating in the City is likely under reported. NWFHA complaint data was used to provide additional details for complaints that NWFHA referred to HUD and served as advocate for complainants.

The WSHRC has jurisdiction over additional protected classes not included in the Fair Housing Act (marital status, veteran/military status, creed, sexual orientation, and immigration/citizenship status), therefore complaints based on these protected classes are only filed with the WSHRC, not HUD.

No Unresolved Charges Against the City

What is the **status of any unresolved findings, lawsuits, enforcement actions, settlements, or judgments** in which the City of Spokane has been a party related to fair housing or other civil rights laws in the jurisdiction?

There are no unresolved charges or letter of findings from HUD concerning any violations of civil rights-related laws pending against the City of Spokane, including:

- A charge or letter of finding from HUD concerning a violation of a civil rights-related law;
- A cause determination from a substantially equivalent state or local fair housing agency concerning a violation of a state or local fair housing law;
- Any voluntary compliance agreements, conciliation agreements, or settlement agreements entered into with HUD or the Department of Justice;
- A letter of findings issued by or lawsuit filed or joined by the Department of Justice alleging a pattern or practice or systemic violation of a fair housing or civil rights law;
- A claim under the False Claims Act related to fair housing, nondiscrimination, or civil rights generally, including an alleged failure to affirmatively further fair housing; or
- A pending administrative complaints or lawsuits against the locality alleging fair housing violations or discrimination.

Fair Housing Act Complaints By Protected Class Filed In Spokane

See Appendix B, Tables B-6 through B-11.

Disability-based housing discrimination complaints were the most common basis for filing a complaint (71%).

- Between 7/2019 and 3/2024, 33 complaints based on disability alone were filed with HUD and/or the WSHRC. An additional 11 complaints alleged disability as the primary basis of discrimination, with one or more secondary protected classes (race, sex, familial status, or retaliation).
- Issues in disability-based complaints included (1 complaint may have multiple issues):
 - Discrimination in terms, conditions or privileges (42)
 - Failure to make a reasonable accommodation (34)
 - At least (8) involved assistance animals
 - Discriminatory refusal to rent (15)
 - Discriminatory advertising, statements, and notices (6)
 - Discriminatory acts under Section 818 (intimidation, harassment, coercion, etc.) (3)
 - Otherwise deny or make housing unavailable (2)
 - Non-compliance with design and construction requirements (2)

Two National Origin complaints made up 3% of housing discrimination complaints filed with HUD and or the WSHRC in Spokane.

- Issues in national origin-based complaints included:
 - Discrimination in terms, conditions or privileges (2)
 - Discriminatory refusal to rent (1)
 - Otherwise deny or make housing unavailable
 - Intimidation (1)

Familial Status complaints were 12% of housing discrimination complaints filed with HUD and or the WSHRC in Spokane.

- Issues in familial status-based complaints included (1 complaint may have multiple issues):
 - Discrimination in terms, conditions or privileges relating to rental (2)
 - Discriminatory refusal to rent (5)
 - Discriminatory Advertising/ Statements/ Notices (6)
 - Steering
 - Deny or Make Housing Available (2)

Race based complaints were 5% of housing discrimination complaints filed with HUD and or the WSHRC in Spokane.

- Issues in race-based complaints included (1 complaint may have multiple issues):
 - Discrimination in terms, conditions or privileges (3)
 - Discriminatory acts under Section 818 (intimidation) (1)

Sex and Sexual Orientation & Gender Identity complaints: (11.3%) of all complaints

- Issues in sex-based complaints included (1 complaint may have multiple issues):
 - Discrimination in terms, conditions or privileges relating to rental (3)
 - Discriminatory refusal to rent (1)
 - Deny or Make Housing Unavailable, (1)
 - Discriminatory acts under Section 818 (intimidation, harassment, etc.) (4)

Washington Law Against Discrimination Protected Class Complaints

- **Marital status complaints:** 1 complaint
 - Issues in the marital status-based complaint:
 - Discrimination in terms, conditions or privileges relating to rental (1)

Administrative Fair Housing Complaint Outcomes:

Of the 62 complaints filed with HUD and the WSHRC originating from Spokane, at least 39% (24) were resolved through conciliation, a mediation process required to be attempted by investigators pursuant to regulations. These resolved agreements are characterized in the Complaint Tables in Appendix C by HUD and WSHRC as “conciliation”, “settlement successful”, or “PFS (pre-finding settlement) Agreement”.

One complaint resulted in a private settlement between the parties and the withdrawal of the complaint. Three complaints were closed as administrative closures for failure to cooperate.

26 complaints (16%) were dismissed after investigation led to a “no reasonable cause” finding. The complainant bears the burden to prove discrimination occurred, and often there are no corroborating witnesses or documentary or other evidence of violations frequently alleged to occur verbally without other people present.

15 (24%) complaints had unknown resolutions or were still pending as no closure or outcome data was provided for these complaints in the data provided by HUD and WSHRC.

Three (5%) complaints resulted in the issuance of a charge of discrimination following a “reasonable cause” finding. This is in accord with national statistics. In recent years, HUD has issued reasonable cause findings in only 1% of complaints. Most complaints filed nationally are resolved through conciliation. Reasons for the large number of conciliated complaints and the miniscule number of charged complaints may include 1) the emphasis placed on conciliation by regulatory mandate; 2) limited federal and state resources to conduct fair housing hearings or engage in litigation, and, 3) the burden a complainant must meet to prevail against a respondent when there is often only conflicting oral testimony in the absence of corroborating witnesses or documentation.

Organizations That Provide Fair Housing Counseling and Advocacy

NORTHWEST FAIR HOUSING ALLIANCE (NWFHA): NWFHA is a 501(c) (3) non-profit tax-exempt fair housing education and advocacy organization based in Spokane, Washington. The mission of the Northwest Fair Housing Alliance is to eliminate housing discrimination and to ensure equal housing opportunity for the people of Washington State through education, counseling and advocacy. NWFHA is the only fair housing advocacy agency serving 17 counties in Eastern and Central Washington. Since 1994 NWFHA has provided comprehensive fair housing services, including complaint intake, investigation, rental, sales, and lending testing, advocacy, education, and outreach.

Intakes, Allegations, and Reasonable Accommodations Requested

NWFHA does not have binding authority to adjudicate fair housing disputes or enforce penalties for violations of the FHA. Instead, NWFHA receives its primary grant funding from HUD’s Fair Housing Initiatives Program (FHIP) to provide outreach, advocacy, and fair housing counseling to people who experience housing discrimination. Such activities include assisting complainants with filing administrative fair housing complaints with HUD and the WA State Human Rights Commission (WSHRC) and serving as an advocate for the complainant through the investigation and fact-finding process and conciliation discussions. NWFHA also has legal standing to file complaints on its own behalf for violations of fair housing laws, and to seek compensation for diversion of resources and frustration of its mission.

Intakes

NWFHA receives 1500-2000 intakes from the public each year. Most initial inquiries to NWFHA are made via phone, with additional in-person walk-in and website inquiry submissions. Of these, about 80% do not concern fair housing but instead involve issues of landlord-tenant law (repairs, security deposits, tenancy terminations, etc.) or requests for resources (housing, financial assistance, public subsidies, etc.). People seeking non-fair housing assistance are referred to appropriate resources in the community (legal aid, Housing Authorities, etc.).

Fair Housing Allegations

From the intakes NWFHA receives, allegations of fair housing are opened as in-house cases for further review and investigation. An intake is only considered a fair housing allegation if a violation of the FHA based on a protected class is alleged. Fair housing allegations are reviewed to determine if evidence exists to substantiate the filing of a fair housing complaint with HUD and/or the WSHRC.

By far, the greatest number of fair housing allegations involved alleged discrimination based on disability. This is in accord with national trends. In 2005, the number of disability-based complaints filed with HUD nationally overtook race-based complaints as the most common basis of filed complaints. The large number of disability-related allegations may stem from a combination of an aging baby-boomer population with increasing disabilities, greater awareness by housing consumers of the FHA protections for individuals with disabilities (added to the FHA in 1988), and the greater number of potential violations in the FHA regarding individuals with disabilities (failure to grant reasonable accommodations or modifications; failure to design and construct in accordance with FHA accessibility requirements), as compared to possible violations involving the other protected classes.

Most fair housing allegations received by NWFHA involved rental transactions (%). The majority of allegations involved requests for assistance to obtain reasonable accommodations (%), most of which were resolved through communications with housing providers. The remainder of allegations were based on other violations of the Fair Housing Act, and were resolved through informal negotiations with housing providers, closure due to failure of complainant to cooperate (lack of communication, failure to locate, etc.), closure due to lack of allegations or evidence sufficient to meet the requirements for a prima facie case of housing discrimination, or the filing of complaints with HUD and the WSHRC.

Testing

Fair housing audit testing is a controlled method for measuring and documenting variations in the quality, quantity and content of information and services offered or given to various home seekers by housing service providers. Testing is a legitimate method of uncovering and detecting discrimination. In 1982, the U.S. Supreme Court confirmed the importance and validity of fair housing testing, in a unanimous decision, by reaffirming the role of the tester. *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982) Testing refers to the use of individuals who, without a bona fide intent to rent or purchase a home, apartment, or other dwelling, pose as prospective renters or purchasers to obtain information for the purpose of evaluating the compliance of housing providers with fair housing laws. Fair housing testing utilizes rigorous protocols to ensure that any discrepancies identified in the course of testing can be attributed to differential treatment. The aggregate results of testing conducted in Spokane provide an objective opportunity to identify trends critical to the identification of impediments to fair housing choice.

Testing has taken place throughout the State of Washington since the mid-1990s as evidence for complaints and for audit testing, the latter of which is to gain perspective on housing practices in a given area. In general, Northwest Fair Housing Alliance is the only agency that conducts testing in E. Washington, pursuant to HUD FHIP grant awards.

Other Offices, Departments, Agencies, or Entities that Aim to Advance Equity
Spokane Human Rights Commission

The City of Spokane Human Rights Commission (SHRC) was established in 1992, as authorized by the City Council in Title 4 of the Spokane Municipal Code. The SHRC actively participates in community events, facilitates public forums and conducts public outreach to drive awareness, education, and advocacy around human rights issues affecting our community.⁵⁴

The Commission's Mission is to advise and make recommendations to the City Council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.

The commission has power and duty to:

- hold regular public meetings;
- serve as a complaint channel to which human rights grievances of all types can be reported;
- maintain statistical data on incidents of human rights violations and make appropriate recommendations for correction;
- conduct public hearings to receive citizen concerns about issues relating to human rights;
- conduct and arrange for surveys, studies, and polls to factually determine problem areas and perceptions;
- provide conflict management and dispute resolution services such as conciliation and mediation;
- provide and arrange for victim assistance and support groups;
- convene and develop work groups such as sub-committees, ad hoc committees, task forces, and coalitions consisting of concerned organizations, agencies, and individuals to achieve coordinated focus on priority problem areas;
- provide and develop community education projects such as conferences, forums, and workshops in collaboration and co-sponsorship with organizations and other agencies; conduct diversity training programs for public and private employers, citizen groups and agencies;
- create a speaker's bureau to address cultural diversity issues;
- publish a periodic newsletter on current events and special reports on studies and related findings and recommendations;
- develop a mass media program consisting of the appropriate use of press releases, press conferences, public service announcements, and production;
- make recommendations for public policy relating to human rights;
- issue quarterly reports to the City Council concerning the numbers and dispositions of complaints received
- issue an annual report to the mayor and city council on the health of human rights along with achievements for the past year and goals for the coming year; and

⁵⁴<https://static.spokanecity.org/documents/bcc/commissions/spokane-human-rights-commission/documents/shrc-brochure-final-2021-01-12.pdf>

- provide guidance for the city’s anti-discrimination efforts without limitation, including federal Title VI compliance efforts.

Spokane Office of Civil Rights, Equity and Inclusion

In 2021 the City Council unanimously approved Ordinance C35159, establishing the City’s first Office of Civil Rights, Equity, and Inclusion (OCREI). City Council had previously budgeted funding for an Office of Civil Rights, but a formal department that not been created.

The Office of Civil Rights, Equity, and Inclusion will provide city-wide leadership and guidance in the areas of civil rights, equity, and inclusion. It shall promote the removal of historical and existing barriers to access to services within the boundaries of the City of Spokane and work to eliminate discrimination in housing, employment, and public accommodations for all people. In addition to creating the new department, Council also approved funding for a Director and two support staff for the office as part of the 2022 Budget adoption.

In February 2023, the City Council passed Ordinance C-36330, which, “Allows the Community, Housing and Human Services department to coordinate with the Office of Civil Rights, Equity, and Inclusion to establish a public-facing website, the digital link of which will be provided by landlords to their tenants, that identifies a variety of online resources for landlords and tenants, including tenant rights and responsibilities, a change of address form, and a voter registration form.”

Spokane City Council Equity Subcommittee

The Equity Subcommittee was adopted by Spokane City Council, November 29th, 2021, to serve as an advisory body for council through the Finance and Administration Committee. The purpose of the Equity Subcommittee is to:

- Collaborate with the City Council and city departments on policy and budget initiatives
- To build relationships between the City and impacted community members
- To recommend any necessary changes to the Spokane Municipal Code and other necessary policy actions to advance equity and inclusion, including the diversity, equity and inclusion policy goals established by the City's Comprehensive Plan
- To collaborate and consult with any other City council subcommittees, technical advisory group(s), City departments, and City's boards and commissions established by the City Administration in developing the framework and guidance for implementation

City Council Staff

- Manager of Equity and Inclusion – this position is a member of the Council’s policy and budget staff, and proposes and implements legislation regarding diversity, equity and inclusion.
- Manager of Housing and Homelessness Initiatives – This position addresses critical issues related to housing and homelessness within the community and plays a vital role in managing initiatives aimed at providing affordable housing options and supporting those experiencing homelessness.

Spokane County Human Rights Task Force

<http://www.spokanecountyhumanrightstaskforce.org/>

PO Box 4552, Spokane, WA 99220

The Spokane County Human Rights Task Force (SCHRTF) was founded in 2016 as a volunteer organization of community members whose purpose is to guard and advance human rights in order to create a region where all people feel welcomed, safe, and valued. Its top 3 priorities are:

- Support for people victimized by prejudice and bigotry
- Support education promoting positive human relations
- Monitor and document hate activity, crimes and incident

SCHRTF launched the Hate Documentation Project on April 2, 2019. The project has four core objectives: 1. Create a community record of hate crimes and incidents 2. Develop reports of crimes and incidents to share with the public 3. Use collected information to support and coordinate educational, programmatic, and awareness activities along with improving response and prevention efforts to hate in our community 4. Provide resources to individuals who choose to be contacted by a trained responder. To document hate crimes and incidents, the Spokane County Hate Reporting Tool was developed and made available at www.ReportHateBias.org and www.schrtf.org. The Tool has been translated into Spanish and Russian. Reports may be filed anonymously. Trained responders communicate with individuals who have requested to be contacted and can provide referrals to other agencies for assistance. These reports are not connected to law enforcement, though people who have experienced a hate crime are encouraged to submit a report to police.

In December 2020 the SCHRTF and the Pacific Northwest Anti-Defamation League developed a partnership to share hate incident data originating from Spokane County. The SCHRTF also partners with the City of Spokane Police Department, Cheney Police Department, E. WA University Police Department, and the Spokane County Sheriff's Office.

Description of Fair Housing Issues

Fair Housing Issues:

Fair housing issues were identified during the analysis conducted for each fair housing goal category.

Fair Housing Goal Category: Overcoming Segregation and Achieving Integration		
Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected
1. Disproportionate protected class concentrations in neighborhoods		
<ul style="list-style-type: none"> White non-Hispanic populations are over 90% in 7 tracts Non-white people in Spokane are most concentrated in 18 tracts, all which have over 25%-40% non-white populations 	<ul style="list-style-type: none"> Redlining, Steering, & Restrictive Covenants Highway displacement Zoning and siting of affordable housing Private discrimination due implicit bias and overt prejudice 	Race National Origin
<ul style="list-style-type: none"> People with disabilities (16.6% of total pop.) reside at higher percentages in central zip codes 99201 (25.4%) and 99202 (20.8%), and least in 99203 (12.4%) 	<ul style="list-style-type: none"> Zoning and siting of affordable and multi-family housing Lack of accessibility in older houses in single-family zoning Private discrimination due implicit bias and overt prejudice 	People with Disabilities
<ul style="list-style-type: none"> People with disabilities, Black and African American, and Native American, Alaska Native, and Indigenous people are disproportionately participating publicly supported housing programs. 	<ul style="list-style-type: none"> Housing choice voucher rent standards do not meet rental rates in higher income neighborhoods. Source of income discrimination against voucher holders is prevalent Publicly supported housing is concentrated in zip codes which allow large multi-family housing 	People with Disabilities Race National Origin
Fair Housing Goal Category: Reducing Disparities in Access to Community Assets		
Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected

<p>1. Access to Low Poverty Neighborhoods</p> <ul style="list-style-type: none"> Black, Native American / Alaska Natives, Hawaiian Native and Pacific Islanders, Hispanics, female-headed family households, and people with disabilities live in poverty at higher rates than the general population. 		<p>Race National Origin People with disabilities Families with Children Sex</p>
<p>2. Access to Transportation</p> <ul style="list-style-type: none"> Affordable housing is needed near public transportation. Transportation is a driving force for equitable access to schools and low-poverty neighborhoods. 	<ul style="list-style-type: none"> Availability and frequency of public transportation 	<p>People with disabilities Race National origin</p>
<p>3. Access to Education</p> <ul style="list-style-type: none"> Spokane School District children who are American Indian or Alaskan Native, Black or African American, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, or Two or More Races, performed less well on Smarter Balanced Assessments and the Comprehensive Assessment of Science compared to the average scores for all students and Asian and white non-Hispanic students. Low-income students, students with disabilities, English language learners, migrant students, students in foster care, and students experiencing homelessness also perform lower on standardized assessments. 		<p>Race National Origin Disability Families with Children</p>
<p>4. Access to Environmentally Healthy Neighborhoods</p> <ul style="list-style-type: none"> Life Expectancy: Black and American Indian/ Alaska Native / Indigenous people have life expectancies 4 and 7 years less than white people in Spokane county. Census tracts have wide variations, from 66 to 81 years. 	<ul style="list-style-type: none"> Redlining, Steering, & Restrictive Covenants Highway displacement Zoning and siting of affordable housing Private discrimination due implicit bias and overt prejudice 	<p>Race</p>
<p>5. Barriers that Deny Individuals with Disabilities Access to Opportunity</p> <ul style="list-style-type: none"> There is insufficient accessible housing in Spokane. 	<ul style="list-style-type: none"> Zoning and Siting: Most accessible units are in newly constructed multi-family housing 	<p>Disability</p>

<ul style="list-style-type: none"> • People with disabilities are often dependent upon public transportation, which further limits housing choice • Denial of reasonable accommodations, including assistance animals 	<ul style="list-style-type: none"> • Insufficient supply of subsidized accessible units and private market units which HCV rent standards will cover. • Long waitlists for accessible units in publicly supported housing a • Lack of available accessible units in non-publicly supported housing available to HCV participants • Residents in non-federally subsidized housing must pay for their own reasonable modifications • Availability and frequency of public transportation • Refusal of assistance animals, or high fee charged by housing providers who are afraid of or who have experienced damage by assistance animals 	
<p>6. Barriers to Housing for Residents of Publicly Supported Housing</p> <ul style="list-style-type: none"> • Source of income discrimination against voucher holders • There are not enough to meet need and demand. • Housing choice voucher rent standards do not meet rental rates in higher income neighborhoods. • Publicly supported housing is concentrated in zip codes which allow large multi-family housing 	<ul style="list-style-type: none"> • Refusal of vouchers and subsidies by housing providers who are afraid of or who have experienced damage by publicly assisted housing participants • Insufficient government funding • Rising rents • Zoning and siting • Available land • Access to existing transportation and services 	<p>People with disabilities Race</p>
<p>Fair Housing Goal Category: Increase Access to Affordable Housing Opportunities</p>		

Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected
<ul style="list-style-type: none"> • Income Disparities: BIPOC and people with disabilities have lower median incomes than the overall Spokane median income. • Housing Cost Burdens: Half of all renters in Spokane are cost burdened, and almost one quarter of all renter households are severely cost burdened. Cost burdens are greater for BIPOC households and people with disabilities on low fixed incomes. • Disparities in Housing Quality: <p>Housing Problems: Half of all renter households in Spokane experience at least one of four housing “problems.” 27% of renters experience at least one “severe” housing problem. Non-white households experience household problems at higher rates.</p>	<ul style="list-style-type: none"> • Insufficient Housing Supply • Increasing Housing Costs • Rising Rents and Fees 	Race National Origin People with Disabilities
Fair Housing Goal Category: Increase Access to Homeownership		
Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected
<ul style="list-style-type: none"> • There is a racial homeownership gap between BIPOC and white homeownership rates • Low mortgage origination and high denial rates for BIPOC <ul style="list-style-type: none"> • People with disabilities on disability income have difficulty qualifying for a home mortgage 	<ul style="list-style-type: none"> • Insufficient or unverifiable income • Low or no credit history • Lack of down payment and closing costs • Lack of inter-generational wealth and home equity, caused by redlining, restrictive covenants, and other discriminatory barriers to home inter-generational home ownership • Need for homebuyer and financial education • Low fixed incomes 	Race People with disabilities
Fair Housing Goal Category: Remove Local and State Policies and Practices that Are Barriers to Fair Housing		

Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected
<p>Zoning and Siting Policy changes are needed to allow for more housing choice:</p> <ul style="list-style-type: none"> • Mixed Use/Income/Space Housing There is a desire and need for increased mixed-use and mixed-income housing. Such housing would include owners, renters, low- and high-income households, seniors, and families with children, with walkable neighborhood development, and access to green space, public transit, grocery stores, playgrounds, gardens, and libraries. • Siting of Affordable & Permanent Supportive Housing Much of Spokane’s affordable housing and permanent supportive housing development is concentrated downtown. Clustered housing makes it difficult for people to escape substance use relapse and continues segregation patterns for BIPOC and people with disabilities who are more often renters in publicly subsidized multi-family housing. • Scattered Site Housing There is need for increased scattered site affordable housing to allow more options for neighborhood access and deconcentrate people with low incomes from only living near each other. 	<ul style="list-style-type: none"> • Zoning laws limit commercial development in residential-only neighborhoods • Available property to build • Central access to transportation and social services 	<p>People with disabilities Race National Origin Families with Children</p>
<p>Rent Stabilization</p> <ul style="list-style-type: none"> • Rent stabilization is needed to provide longer notice periods for rent increases. 	<ul style="list-style-type: none"> • Landlords often oppose rent stabilization as they say they cannot accurately predict future expenses. 	<p>People with disabilities Race National Origin Families with Children</p>
<p>Source of Income Discrimination</p> <ul style="list-style-type: none"> • Housing providers frequently refuse to accept housing vouchers and other subsidies even though state and local law prohibit it 		<p>People with disabilities Race</p>

<ul style="list-style-type: none"> • Landlords do not always accept rental assistance 	<ul style="list-style-type: none"> • Lack of clarity about whether rental assistance is covered by source of protection laws if acceptance requires changing terms of the rental agreement. 	
<p>Eviction Laws and Practices</p> <ul style="list-style-type: none"> • Statewide demographic data indicates that Black and Indigenous people statewide disproportionately participate in appointed counsel programs. 	<ul style="list-style-type: none"> • BIPOC people are more often renters than homeowners, more likely to live in poverty, have lower median incomes, and be housing cost burdened. 	Race
<p>Just Cause Eviction Protection is needed for fixed term leases.</p> <ul style="list-style-type: none"> • Fixed leases can generally be terminated with a 60-day notice. Tenants are often steered into fixed term leases by being offered significantly higher rental rates for month-to-month rental agreements. 	<ul style="list-style-type: none"> • WA RLTA just cause eviction protections do not generally apply to fixed leases 	Race Disability
<p>Tenant Screening Requirements Commonly used tenant screening qualifications and processes are often impediments to accessing safe, affordable housing, including:</p> <ul style="list-style-type: none"> • Lack of screening process Transparency <ul style="list-style-type: none"> • Criminal History: Lack of a “ban the box” law in Spokane is a major barrier to housing for justice involved people, who are disproportionately Black, Indigenous, and other people of color. 	<ul style="list-style-type: none"> • In WA, housing providers must provide prospective tenants with a written notice that outlines the qualifications required for approval. However, applicants do not know how actual selections are made among multiple applicants. • Most publicly subsidized housing programs have income limits and targeted population criteria, varying by property and even within units in the same complex. • Applicants and housing providers don’t always know about the right to provide mitigating information as part of an individualized assessment. 	Race Disability

<ul style="list-style-type: none"> • Credit Score / History • Need for Universal Background and Credit Check 	<ul style="list-style-type: none"> • Credit score requirements have a bigger impact on BIPOC people who have historically been excluded from inter-generational wealth building, through homeownership, employment and education opportunities, and also people with disabilities on fixed incomes. • The City passed an ordinance to create a portable background and credit check program. The City has yet to implement this program. • A housing provider is not required to accept the universal background and credit check. 	
<p>Language Access</p> <ul style="list-style-type: none"> • Translation and interpreting of vital housing-related documents is needed in at least Spanish, Ukrainian, Russian, Marshallese, & Arabic, Vietnamese. 	<ul style="list-style-type: none"> • Housing providers that do not receive government funds are not required to provide translation or interpreting. 	National Origin
<p>Rental Regulation</p> <ul style="list-style-type: none"> • A full and complete rental registry is needed to know the quantity and location of rental units and have them available for selection for random audit by City Code Enforcement inspections. 	<ul style="list-style-type: none"> • The average housing stock in Spokane older. • There are numerous complaints about mold and substandard housing conditions • The rental registry requirement went into effect in January 2024, but currently the City is relying upon voluntary registrations and not yet engaging in enforcement action against those who are not registered. • A 2023 ordinance requires landlords or property managers to self-inspect units before renting them and certify that their property complies with all building codes, habitability requirements, and other relevant codes. However, there is no requirement for properties to be inspected by Code Enforcement prior to, or routinely, as a condition of renting them. The City's Code Enforcement Department 	Race Disability Families with Children

	may conduct periodic and cause-based inspections of residential rental property.	
<p>Rental Assistance</p> <ul style="list-style-type: none"> There is broad consensus among housing consumers and providers for the need for rental assistance to stabilize people in housing and ensure housing providers are compensated. 	<ul style="list-style-type: none"> Funding needs to be identified and allocated in the City budget 	<p>Race Disability Families Children</p> <p style="text-align: right;">with</p>
<p>Houselessness</p> <ul style="list-style-type: none"> Black and American Indian / Alaskan Native / Indigenous people were disproportionately overrepresented in the Point-in-Time Count and as clients served at houseless encampments. 46% of clients served at the Adams St. and Camp Hope Encampments self-reported disabling disabilities, including one or more mental, physical, and/or substance abuse conditions. It is often a difficult adjustment to be in housing after experiencing houselessness. There are not enough supportive services and too few case managers to help people stay housed, and more permanent supportive housing is needed. The fentanyl crisis has a disproportionate impact on people of color and those who are houseless. Substance abuse was more frequently self-reported as a disabling condition among clients of houseless encampments than physical or mental conditions. 		<p>Race Disability</p>
<p>Equity In City Institutions and Programs</p> <ul style="list-style-type: none"> Representation: BIPOC, people with disabilities, and impacted people with lived experiences need to be included in City and Regional Boards and Commissions. Race Equity Framework: A racial equity analysis is needed to examine City policies, programs, and practices to identify racial disparities and uncover systemic biases, and then use race-neutral metrics to design equitable 	<ul style="list-style-type: none"> Public and private policies and practices (including redlining, racialized zoning, segregation, predatory lending, urban renewal, disinvestment in BIPOC neighborhoods, and exclusions in the New Deal and 	

programs. The City should adopt a race equity toolkit and provide clarity about how, when, and who within City government should utilize it.	the G.I. Bill) have resulted in racial disparities which still impact equitable housing access today.	
Fair Housing Goal Category: Increase Fair housing Enforcement		
Fair Housing Issues:	Contributing Factors	Protected Class Groups Adversely Affected
<p>Discrimination or Violations of Civil Rights Laws Related to Housing</p> <p>Discrimination in housing is occurring based on Protected Classes:</p> <ul style="list-style-type: none"> • Disability-based housing discrimination complaints are the most common basis for filing a complaint (71%), followed by: • Familial Status complaints (12%) • Sex and Sexual Orientation & Gender Identity (11%) • Race (5%) • National Origin (3%) & • Marital status (1.6%) 		All
<p>The Spokane Human Rights Ordinance – Title 18</p> <p>Few complaints are filed under the Spokane Human Rights Ordinance.</p>	Title 18 does not provide a private cause of action. The commission of an act of discrimination as defined in Title 18 is punishable as a Class 1 civil infraction. Due to the enactment of source of income protections in the WA RLTA in 2019, most complainants of source of income discrimination file complaints in Court under the WA RLTA due to the ability to recover damages.	
Lack of resources for fair housing agencies and organizations to provide enforcement and education		All

Fair Housing Goals

Fair housing goals must be designed to overcome prioritized fair housing issues in each fair housing goal category. While HUD expects to see progress toward the achievement of each goal by the time of the program participant’s next Equity Plan, HUD recognizes that all goals may not be fully achieved during a single five-year cycle. Goals may consist of short-term goals such that material positive change is readily achieved, and long-term goals such that material positive change occurs within the jurisdiction over a prolonged but reasonable period of time.

To address the fair housing issues and contributing factors that have been identified, the following goals, strategies, and actions for consideration have been selected, including several previously identified in the Spokane Housing Action Plan and City Council Implementation Plan:

Goal #1: Increase affordable housing and neighborhood access
Strategies:
(A) Reduce land use and zoning restrictions that limit housing type to ensure that members of historically underserved communities and protected class groups have equitable access to affordable housing opportunities in well-resourced areas throughout the jurisdiction.
(B) Increase and preserve the housing supply in a range of affordable and accessible housing unit types, sizes and rates.
(C) Preserve housing affordability and quality to help people thrive where they live. <i>Spokane Housing Action Plan, Priority B.</i>
(D) Provide priority for housing programs to households that would be eligible for a free or reduced lunch program. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.9.</i>
(E) Contract with nonprofit community groups that serve people negatively impacted by historical redlining and its current consequences to provide culturally competent navigators to members of those communities to assist them in expanding their housing and neighborhood choices. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.12</i>
(F) Support land use and development code regulations that allow diverse housing types and support mixed-income communities, consistent with Comprehensive Plan Policy H 2.2. <i>Spokane Housing Action Plan, Strategy C-1, Action for Consideration.</i>
(G) Prioritize investment and incentives that support housing affordability and stability for low-income residents and people of color in historically underserved neighborhoods, while also increasing access to high-resource neighborhoods. <i>Spokane Housing Action Plan, Strategy C-1, Action for Consideration.</i>
(H) Incentivize developers to build affordable housing.
(I) Prioritize the sale of City parcels to public housing authority and not-for-profit affordable housing developers and require inclusion of rent-restricted units.
(J) Develop mixed-use, mixed-income housing, to include owners, renters, low- and high-income households, seniors, and families with children, walkable neighborhood development, and access to green space, public transit, grocery stores, playgrounds, gardens, and libraries.

(K) Diversify the siting of affordable and permanent supportive housing.
Fair housing issue(s) the goal is designed to address:
Disproportionate protected class concentrations in neighborhoods
<ul style="list-style-type: none"> • White non-Hispanic populations are over 90% in 7 tracts • Non-white people in Spokane are most concentrated in 18 tracts, all which have over 25%-40% non-white populations • People with disabilities (16.6% of total pop.) reside at higher percentages in central zip codes 99201 (25.4%) and 99202 (20.8%), and least in 99203 (12.4%)
<ul style="list-style-type: none"> • Access to Low Poverty Neighborhoods: Black, Native American / Alaska Natives, Hawaiian Native and Pacific Islanders, Hispanics, female-headed family households, and people with disabilities live in poverty at higher rates than the general population.
<ul style="list-style-type: none"> • Publicly supported housing is concentrated in neighborhoods which are zoned for large multi-family housing, which has disproportionate participation by protected classes (including BIPOC and people with disabilities)
<ul style="list-style-type: none"> • Affordable housing is needed near public transportation, a driving force for equitable access to schools and low-poverty neighborhoods.
<ul style="list-style-type: none"> • Access to Environmentally Healthy Neighborhoods. Black and American Indian/ Alaska Native / Indigenous people have life expectancies 4 and 7 years less than white people in Spokane county. Census tracts have wide variations, from 66 to 81 years.
<ul style="list-style-type: none"> • Zoning and Siting Policy changes are needed to allow for more housing choice
Actions for consideration:
<ul style="list-style-type: none"> • Use sales and use tax “1590” funds to develop affordable housing
<ul style="list-style-type: none"> • Raise the minimum wage
<ul style="list-style-type: none"> • Increase scattered site affordable housing to allow more options for neighborhood access
<ul style="list-style-type: none"> • Consider reducing open space requirements, increasing residential density, providing density bouses, and decreasing minimum lot sizes
<ul style="list-style-type: none"> • Create a database and mapping system to monitor future rent-restricted housing property affordability expirations
<ul style="list-style-type: none"> • Identify properties at risk for displacement
<ul style="list-style-type: none"> • Establish a purchase or loan fund program to prevent properties from becoming market rate
Goal #2: Overcome the fair housing issues of segregation and disparities in access to opportunity for individuals with disabilities due to a lack of accessible, affordable housing
Strategies:
(A) Incorporate the provision of enhanced accessibility features (e.g., features that provide greater accessibility than the minimum features required by accessibility standards) in new construction and rehabilitation of affordable housing to create greater access to integrated housing opportunities for individuals with disabilities.
(B) Promote universal design in residential development to support all people regardless of their age, size, and ability in accessing housing to the greatest extent possible, without the need for adaptation or specialization. <i>Spokane Housing Action Plan, Strategy C1, Actions for Consideration.</i>
(C) Expand public transportation routes and ride frequency to provide access to more neighborhoods
Fair housing issue(s) the goal is designed to address:

<ul style="list-style-type: none"> • There is insufficient accessible housing in Spokane.
<ul style="list-style-type: none"> • People with disabilities are often dependent upon public transportation, and frequency and location of routes, which limits housing choice
<ul style="list-style-type: none"> • Older housing, especially single-family houses, is often inaccessible
<ul style="list-style-type: none"> • Residents in non-federally subsidized housing must pay for their own reasonable modifications
<ul style="list-style-type: none"> • Reasonable accommodations are often denied, including denial or fees charged for assistance animals
<ul style="list-style-type: none"> • Zoning and Siting: Most accessible units are in newly constructed multi-family housing
<ul style="list-style-type: none"> • Insufficient supply of subsidized accessible units and private market units which HCV rent standards cover.
<p>Actions for Consideration:</p>
<ul style="list-style-type: none"> • Review new multi-family development plans and conduct site audits for compliance with the Fair Housing Act’s design and construction requirements.
<ul style="list-style-type: none"> • Provide Fair Housing Act design and construction compliance training for City staff and developers, architects, engineers, and builders involved in the development of multi-family housing.
<ul style="list-style-type: none"> • Establish a fund for people with disabilities with low-income tenants to make reasonable modifications in housing that is not subsidized, and for low-income homeowners to make home modifications needed for disabilities.
<ul style="list-style-type: none"> • Provide training for housing providers and consumers about reasonable accommodations (including assistance animals) and reasonable modification requirements
<p>Goal #3: Stabilize people in safe and affordable housing</p>
<p>(A) Provide proactive rental assistance for low-income people before they become houseless, and rapid rehousing and rental assistance for low-income people who have been displaced or are houseless</p>
<p>(C) Ensure habitability and accessibility in housing</p>
<p>(D) Provide permanent supportive housing and services for houseless people and treatment facilities and services in a variety of neighborhoods and housing types</p>
<p>(E) Provide seed funding for a three-year pilot program for attorneys and upfront relocation funds for tenants attempting to enforce clear violations of existing state and local rental and housing standards to be replenished by landlords found responsible for violating law. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy II.15</i></p>
<p>(F) Preserve and stabilize the viability of existing homeownership for low-income homeowners. <i>Spokane Housing Action Plan, Strategy C-3.</i></p>
<p>Fair housing issue(s) the goal is designed to address:</p>
<ul style="list-style-type: none"> • Need for rental assistance to stabilize people in housing and ensure housing providers are compensated.
<ul style="list-style-type: none"> • Rent stabilization is needed to provide longer notice periods for rent increases.
<ul style="list-style-type: none"> • Just Cause Eviction Protection is needed for fixed term leases.
<ul style="list-style-type: none"> • Eviction Laws and Practices: Black and Indigenous people statewide disproportionately participate in appointed counsel programs.

- Half of all renter households in Spokane experience at least one of four housing “problems,” including incomplete kitchen and plumbing facilities. 27% of renters experience at least one “severe” housing problem. Non-white households experience household problems at higher rates.
- A full and complete rental registry is needed to know the quantity and location of rental units and have them available for selection for random audit by City Code Enforcement inspections.
- Black and American Indian / Alaskan Native / Indigenous people were disproportionately overrepresented in the Point-in-Time Count and as clients served at houseless encampments.
- 46% of clients served at the Adams St. and Camp Hope Encampments self-reported disabling disabilities, including one or more mental, physical, and/or substance abuse conditions.
- There are not enough supportive services and too few case managers to help people stay housed, and more permanent supportive housing is needed.
- The fentanyl crisis has a disproportionate impact on people of color and those who are houseless.

Actions for Consideration:

- Identify and allocate additional resources for rehabilitation and maintain viable affordable housing that goes beyond regular upkeep. *Spokane Housing Action Plan, Strategy C3, Action for Consideration.*
- Encourage proactive counseling and education for homeowners on maintenance and upkeep of their homes. *Spokane Housing Action Plan, Strategy C3, Action for Consideration.*
- Support programs that reduce tax burdens to help homeowners with costs and stay in their neighborhoods, targeting but not limiting such programs to lower and moderate income, elderly, disabled, and veteran homeowners. *Spokane Housing Action Plan, Strategy C3, Action for Consideration.*
- Investigate expanding City resources, programming, and partnerships to support home safety modification projects for lower income, disabled, and elderly homeowners. *Spokane Housing Action Plan, Strategy C3, Actions for Consideration.*
- Fund proactive and rapid rehousing rental assistance
- Fund permanent supportive housing and services and treatment facilities and services
- Adopt a rent stabilization ordinance to provide additional notice for rent increases over a specific percentage
- Adopt Just Cause Eviction Protection for fixed term leases.
- Support and fund 5-year homeless planning and Continuum of Care

Goal #4: Enhance Equitable Access to Homeownership

Strategies:

- (A) Eliminate barriers and expand homeownership for lower income households, first-time homebuyers, and protected class groups that have historically been denied an equal opportunity to become homeowners, including people of color and people with disabilities.

(B) Expand attainable home ownership programs, especially using shared equity and land trust models, by utilizing new funding streams authorized by 1406, 1590 and 2497. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.3</i>
(C) Give housing purchase and other City-funded programs priority to people who live in, formerly lived in, or their parents lived in, the neighborhood where the new housing is located in order to mitigate past or future displacement. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.8</i>
(D) Support partner organizations' efforts to expand homeownership education, outreach, and financial assistance to reach more potential homebuyers, including expanding homebuyer financial assistance (to include downpayments, earnest money, real estate broker fees, inspection fees, and closing costs) and education opportunities for first-time homebuyers, and providing financial literacy, credit repair, and credit building education. <i>Spokane Housing Action Plan, Strategy C-1, Action for Consideration</i>
(E) Support community-based organizations with a commitment to increasing Black, Indigenous, Latinx and People of Color homeownership and reducing the racial homeownership gap. <i>Spokane Housing Action Plan, Strategy C-1, Action for Consideration</i>
(F) Work with the community and partner organizations to explore shared equity models to provide home ownership opportunities to low- and moderate-income families, including shared equity cooperatives, limited-equity resident-owned communities, cooperatives, community land trusts, and deed-restricted/ below market-rate programs. <i>Spokane Housing Action Plan, Strategy C-1, Action for Consideration</i>
Fair housing issue(s) the goal is designed to address:
<ul style="list-style-type: none"> • There is a racial homeownership gap between BIPOC and white homeownership rates • Low mortgage origination and high denial rates for BIPOC people
Actions for Consideration:
<ul style="list-style-type: none"> • Establish Special Purpose Credit Programs for first-generation and historically and economically disadvantaged populations, to increase homeownership opportunities for underserved groups, specifically authorized by the Equal Credit Protection Act. • Provide financial assistance for homeowners to make needed modifications post-purchase
Goal #5: Advance Equity In City Institutions, Programs, and Services
Strategies:
<ul style="list-style-type: none"> • The City should use its Office of Historic Preservation to promptly create a report that explains the historical actions of government and institutions in Spokane to expressly and indirectly redline housing based on race and other factors. All housing policies and programs going forward should take those illegal actions and their impacts into account and attempt, within the bounds of current state and federal law, to redress them and avoid further inequity. Current and former residents of neighborhoods with a history of redlining along with households who are eligible for free and reduced lunch programs in public schools should be given preference in qualifying for City-sponsored housing programs. Regardless of preference, the City should spend money to reduce barriers to accessing housing programs by liberally using language translation services, proactive reasonable accommodations and contracting with trusted ambassadors to communities in need of and at risk of not accessing housing services. These equity efforts should be informed by community members with lived experience relevant to the housing programs at issue and the challenges of accessing them. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy F.</i>

<ul style="list-style-type: none"> • Create a historical housing equity report on racial and other redlining in Spokane neighborhoods. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.14</i>
<ul style="list-style-type: none"> • Create a housing equity toolkit to analyze potential equity impacts of current and proposed land use and housing program practices. <i>Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.15</i>
<ul style="list-style-type: none"> • Address racial inequities and disparities in housing. <i>Spokane Housing Action Plan, Strategy C-2</i>
<p>Fair housing issue(s) the goal is designed to address:</p>
<ul style="list-style-type: none"> • Representation: BIPOC, people with disabilities, and impacted people with lived experiences need to be included in City and Regional Boards and Commissions. • Race Equity Framework: A racial equity analysis is needed to examine City policies, programs, and practices to identify racial disparities and uncover systemic biases, and then use race-neutral metrics to design equitable programs.
<p>Actions for Consideration:</p>
<ul style="list-style-type: none"> • Develop a racial equity framework and expand analysis of equity indicators to inform housing and land use policy, code regulations, and to mitigate displacement. <i>Spokane Housing Action Plan, Strategy C-2, Action for Consideration</i>
<ul style="list-style-type: none"> • Continue work to eliminate fair housing barriers identified in the City’s Fair Housing Plan, and affirmatively further fair housing practices in City government. <i>Spokane Housing Action Plan, Strategy C2, Action for Consideration.</i>
<ul style="list-style-type: none"> • Work with community partners to encourage actions that address unfair/discriminatory housing, lending and appraisal practices and increase access to credit. <i>Spokane Housing Action Plan, Strategy C2, Action for Consideration.</i>
<ul style="list-style-type: none"> • Equitably engage and empower all community members to participate in shaping housing policies, particularly those most impacted including but not limited to people of color, people with disabilities, lower income households, renters, refugees, immigrants, women and LGBTQIA+ and other under-represented groups. <i>Spokane Housing Action Plan, Strategy C2, Action for Consideration.</i>
<ul style="list-style-type: none"> • Partner with local organizations to provide fair housing education for housing providers, and fair housing design and construction training for developers, contractors, architects, engineers, and city planning and development personnel. <i>Spokane Housing Action Plan, Strategy C2, Action for Consideration.</i>
<ul style="list-style-type: none"> • Conduct an equity review and update the Comprehensive Plan Housing Chapter if needed to comply with 2021 WA legislation (HB 1220). <i>Spokane Housing Action Plan, Strategy C2, Action for Consideration.</i> In 2021, the WA Legislature, with House Bill 1220 (HB 1220), amended the Growth Management Act to require local governments to “plan for and accommodate” housing affordable to all income levels. HB 1220 added new requirements for housing elements of jurisdiction’s comprehensive plans. Local governments must review and identify housing policies and regulations that have resulted in racially disparate impacts, displacement and exclusion, and identify and implement policies to begin to undo these impacts. Fully planning jurisdictions must also identify areas that may be at a higher risk of displacement and develop anti-displacement policies to avoid these effects. Each fully planning jurisdiction must comply with RCW 36.70A.070(e-h). The City should implement the WA Dept. of Commerce Racially Disparate Impacts Guidance for local governments on how to integrate new requirements related to racially disparate impacts, displacement, exclusion and displacement risk in housing into their housing element updates.

- Expand research and application of equity and anti-displacement practices to deepen place-based analysis and reflect in policy development. *Spokane Housing Action Plan, Strategy C2, Action for Consideration.*

Goal #6: Reduce Barriers to Housing Entry

Strategies:

- (A) Support partner organizations’ efforts to provide financial literacy, credit repair, and credit building education
- (B) Reduce overly restrictive screening criteria for housing access for people with criminal justice system involvement that do not predict success as a tenant and are not justified by legitimate safety concerns
- (C) Expand information provided in Spanish, Russian, Marshallese, Vietnamese, Arabic, and other languages to help increase access to housing and community development programs and resources.
- (D) Increase language translation and technology options for sharing opportunities with potential beneficiaries of housing programs to overcome obstacles related to language, culture, education, transportation and/or disability. *Spokane Housing Action Plan, City Council Implementation Plan, App. A, Strategy I.13*

Fair housing issue(s) the goal is designed to address:

- Criminal history screening and tenant qualification policies are a major barrier to housing for justice involved people, who are disproportionately Black, Indigenous, and other people of color.
- Tenants are denied housing due to insufficient credit scores or history
- Need for a universal background and credit check
- Translation and interpreting of vital housing-related documents is needed in at least Spanish, Ukrainian, Russian, Marshallese, Arabic, and Vietnamese.

Actions for Consideration:

- Implement the City universal background and credit program.
- Enact a “ban the box” ordinance in Spokane

Goal #7: Increase fair housing outreach, education, and enforcement

- (A) Ensure the public has information about fair housing protections and compliance
- (B) Support community organization efforts to provide fair housing advocacy, identify non-compliance with fair housing laws, and bring enforcement actions under fair housing laws

Fair housing issue(s) the goal is designed to address:

- Discrimination or Violations of Civil Rights Laws Related to Housing Discrimination in housing is occurring based on Protected Classes
- Housing providers frequently refuse to accept housing vouchers and other subsidies even though state and local law prohibit it.
- Lack of resources for fair housing agencies and organizations to provide enforcement and education
- The Spokane Human Rights Ordinance, Title 18 does not provide a private cause of action.

Actions for Consideration:

- | |
|--|
| • Conduct audit testing for compliance with source of income laws |
| • Provide fair housing education for everyone involved in housing transactions or policy development and implementation. |
| • Provide fair housing and landlord and tenant information in commonly used non-English languages and accessible formats to increase housing access for immigrant and refugee communities and persons with disabilities. |
| • Amend the Spokane Human Rights Ordinance in Title 18 to include a private cause of action |

Certification and Submission

APPENDIX A - Requirement to Affirmatively Further Fair Housing

Title VIII of the Civil Rights Act of 1968, “the Fair Housing Act”, requires HUD and recipients of federal funds from HUD to affirmatively further the policies and purposes of the Fair Housing Act, also known as “affirmatively further fair housing” or “AFFH.” The obligation to affirmatively further fair housing requires recipients of HUD funds to take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. <https://www.hud.gov/AFFH>

For decades, HUD has required recipients of federal financial assistance such as States, local governments, insular areas, and PHAs to engage in fair housing planning. Such planning has previously consisted of the Analysis of Impediments to Fair Housing Choice and the Assessment of Fair Housing and was done in connection with other types of planning required by program requirements, such as the consolidated plan, annual action plan, and PHA plan. <https://www.hud.gov/AFFH>

On July 16, 2015, HUD published the final AFFH rule that created a process for local jurisdictions and public housing authorities to analyze the local fair housing landscape and set fair housing priorities and goals through an Assessment of Fair Housing (AFH). The AFFH rule was designed to improve community planning in order to overcome fair housing issues and have inclusive community participation, to result in establishing fair housing goals in order to increase fair housing choices and provide equal access to opportunity for all community members.

HUD terminated the 2015 AFFH Rule, and replaced it with a new rule, the Preserving Communities and Neighborhood Choice rule, which went into effect on September 8, 2020.

On January 25, 2021, the White House issued a number of Executive Orders that implicate HUD’s responsibility for implementing the AFFH mandate, including Executive Order 13895, “Advancing Racial Equity for Underserved Communities Through the Federal Government” and Executive Order 13988, “Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation.” <https://www.hud.gov/AFFH>

On January 26, 2021, the White House issued a Memorandum to the Secretary of Housing and Urban Development, which declared that the affirmatively furthering fair housing provision in the Fair Housing Act, “...is not only a mandate to refrain from discrimination but a mandate to take actions that undo historic patterns of segregation and other types of discrimination and that afford access to long-denied opportunities.” <https://www.hud.gov/AFFH>

HUD published an Interim Final Rule (IFR), effective July 31, 2021, “Restoring Affirmatively Furthering Fair Housing Definitions and Certifications,” which:

- Rescinded the 2020 Preserving Communities and Neighborhood Choice rule, which caused funding recipients to certify “compliance” with a regulatory definition that was not a reasonable construction of the Fair Housing Act’s mandate to AFFH. <https://www.hud.gov/AFFH>.
- Reinstated several of the 2015 AFFH rule definitions and certifications incorporating those definitions at 24 CFR 5.151, including “Affirmatively Furthering Fair Housing,” “Disability,” “Fair Housing Choice,” “Housing Programs Serving Specified Populations,” “Integration,” “Meaningful Actions,” “Racially or Ethnically Concentrated Areas of Poverty,” “Segregation,” and “Significant Disparities in Opportunity.” These definitions correspond with the AFFH statutory mandates, HUD’s long-standing interpretations, and judicial precedent.
- Requires program participants to submit certifications that they will AFFH in connection with their consolidated plans, annual action plans, and PHA plans.
 - The IFR amended the certifications in the program regulations at 24 CFR 91.225, 91.325, 91.425, 570.487, 903.7, and related record keeping requirements to restore meaningful AFFH certifications

that incorporate appropriate definitions. Amendments to 24 CFR parts 92, 570, 574, and 576 include updated cross-references and clarification of program participants in the HOME, CDBG, Housing Opportunities for Persons With AIDS (HOPWA), and Emergency Solutions Grants programs regarding recordkeeping requirements. The IFR also amends 24 CFR 903.7(o), 903.15, and 24 CFR 903.23(f) to update cross-references to the amended definitions and certification provisions in 24 CFR 5.151 and 5.152 .

- HUD may review recipients' records and documents to confirm the validity of certifications submitted to HUD in connection with the receipt of Federal funds.
- To support these certifications, the IFR creates a voluntary fair housing planning process. The IFR does not require program participants to undertake any specific type of fair housing planning to support their certifications, but **HUD anticipates the continued use of the AI or AFH process as ways program participants may choose to support AFFH certifications.**

On February 9, 2023, HUD published a new proposed Affirmatively Further Fair Housing (AFFH) rule, with a 60-day comment period.

- HUD proposes to implement the obligation to affirmatively further the purposes and policies of the Fair Housing Act with respect to certain recipients of HUD funds. The Fair Housing Act not only prohibits discrimination, but also directs HUD to ensure that the agency and its program participants will proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in housing-related opportunities, and foster inclusive communities that are free from discrimination. This proposed rule builds on the steps previously taken in HUD's 2015 Affirmatively Furthering Fair Housing (AFFH) final rule to implement the AFFH obligation and ensure that Federal funding is used in a systematic way to further the policies and goals of the Fair Housing Act. **This rule proposes to retain much of the 2015 AFFH Rule's core planning process, with certain improvements such as a more robust community engagement requirement, a streamlined required analysis, greater transparency, and an increased emphasis on goal setting and measuring progress.** It also includes mechanisms to hold program participants accountable for achieving positive fair housing outcomes and complying with their obligation to affirmatively further fair housing, modeled after those processes under other Federal civil rights statutes that apply to recipients of Federal financial assistance.
- If adopted, the new Plan to be submitted is named an Equity Plan. Program participants would be required to submit an Equity Plan to HUD every 5 years for review and acceptance. Participants may submit individual or joint Equity Plans. Housing Authorities would also be required to submit Equity Plans.
- For each program participant that receives a total of **\$1-29 million in formula grant funds for the program year that begins on or after January 1, 2026, the first Equity Plan shall be submitted no later than 365 calendar days prior to the date for which a new consolidated plan is due.**
- *How to comply with AFFH planning and certification requirements until first Equity Plan submission* - until such time as a program participant submits or is required to submit an Equity Plan, **the program participant shall engage in fair housing planning** (e.g., prepare an Analysis of Impediments to Fair Housing Choice, Assessment of Fair Housing, or other fair housing plan).
 - Program participants that have not conducted or updated their fair housing plans for more than three years prior to [effective date of final rule], and who are not required to submit an Equity Plan pursuant to paragraph (b) or (c) of this section within twenty-four months of [effective date of final rule], shall either conduct or update their fair housing plans (i.e., Analysis of Impediments to Fair Housing Choice, Assessment of Fair Housing, or other fair housing plan) and submit such plan to HUD for publication and potential review no later than 365 days from [effective date of final rule].

- **Program participants that have conducted or updated their fair housing plans during the three years prior to [effective date of final rule], are not required to undertake additional updates, but must submit their existing fair housing plan to the Department for publication and potential review no later than 120 days from [effective date of final rule].**
- Program participants may, alternatively, conduct an Equity Plan in advance of when such plan would otherwise be due for submission to HUD.
- **Program participants shall continue to update their fair housing plans at least every five years and submit updated plans to HUD** for publication and potential review until such time as the program participant is required to begin preparing its Equity Plan for submission to HUD.
- The public comment period ended on April 24, 2023. HUD will take the upcoming months to review public comments before making revisions and finalizing the rule.
- **The AFFH Interim Final Rule remains in effect during proposed rulemaking.**

APPENDIX B – SUPPLEMENTAL TABLES

Table B-1: Place of Birth for the Foreign-Born Population in Spokane –2022: ACS 5-Year Estimates			
	Estimate	Margin of Error	% of Foreign-Born Pop.
Total:	13,198	±1,378	100%
Europe:	3,219	±532	24%
Northern Europe:	428	±151	3%
United Kingdom	315	±143	2%
England	174	±102	1%
Scotland	83	±80	1%
Western Europe:	485	±182	4%
Germany	392	±167	3%
Southern Europe:	163	±100	1%
Italy	88	±67	1%
Spain	67	±69	1%
Eastern Europe:	2,143	±525	16%
Albania	105	±127	1%
Belarus	98	±70	1%
Bosnia and Herzegovina	80	±88	1%
Latvia	82	±98	1%
Moldova	239	±207	2%
Russia	590	±267	4%
Ukraine	693	±262	5%
Other Eastern Europe	152	±126	1%
Asia:	5,889	±944	45%
Eastern Asia:	923	±223	7%
China:	535	±176	4%
Excluding Hong Kong and Taiwan	423	±152	3%
Taiwan	89	±66	1%
Japan	145	±73	1%
Korea	238	±107	2%
South Central Asia:	1,054	±367	8%
Afghanistan	229	±156	2%
India	326	±156	2%
Kazakhstan	122	±118	1%
Nepal	75	±60	1%
Other South Central Asia	205	±181	2%
South Eastern Asia:	2,262	±502	17%
Burma (Myanmar)	267	±180	2%
Cambodia	80	±93	1%
Laos	97	±102	1%
Malaysia	80	±88	1%
Philippines	611	±209	5%
Thailand	362	±217	3%
Vietnam	754	±259	6%
Western Asia:	1,650	±802	13%
Iraq	1,060	±584	8%
Saudi Arabia	174	±179	1%
Syria	314	±386	2%
Africa:	868	±376	7%
Eastern Africa:	677	±307	5%
Ethiopia	275	±144	2%
Tanzania	130	±162	1%
Uganda	140	±173	1%
Middle Africa:	85	±91	1%
Western Africa:	66	±59	1%
Oceania:	911	±237	7%
Marshall Islands	561	±229	4%
Micronesia	189	±156	1%
Oceania, n.e.c.	151	±99	1%
Americas:	2,311	±448	18%
Latin America:	1,589	±354	12%

Caribbean:	174	±140	1%
Cuba	124	±128	1%
Central America:	1,165	±315	9%
Mexico	1,005	±312	8%
South America:	250	±104	2%
Venezuela	73	±78	1%
Northern America:	722	±211	5%
Canada	722	±211	5%

Table B-2

Disposition of applications by income, race, and ethnicity of applicant, 2021														
MSA/MD: 44060 - Spokane-Spokane Valley, WA														
INCOME, RACE AND ETHNICITY	Applications Received		Loans Originated		Apps. Approved But Not Accepted		Applications Denied		Applications Withdrawn		Files Closed for Incompleteness		Purchased Loans	
	No.	% of Total	No.	%	No.	%	No.	%	No.	%	No.	%	No.	%
ALL INCOMES														
Race														
American Indian or Alaska Native	364	0.8%	231	63.5%	11	3.0%	49	13.5%	46	12.6%	27	7.4%	3	7.4%
Asian	875	1.8%	544	62.2%	19	2.2%	118	13.5%	138	15.8%	56	6.4%	25	1.6%
Black or African American	575	1.2%	318	55.3%	17	3.0%	104	18.1%	101	17.6%	35	6.1%	25	1.6%
Native Hawaiian or Other Pacific Islander	96	0.2%	64	66.7%	3	3.1%	11	11.5%	14	14.6%	4	4.2%	2	0.1%
White	36829	76.1%	25915	70.4%	663	1.8%	3841	10.4%	5028	13.7%	1382	3.8%	1114	73.5%
2 or more minority races	63	0.1%	42	66.7%	0	0.0%	9	14.3%	8	12.7%	4	6.3%	2	0.1%
Joint	1452	3.0%	998	68.7%	22	1.5%	160	11.0%	226	15.6%	46	3.2%	48	3.2%
Free Form Text Only	4	0.0%	4	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Race Not Available	8155	16.8%	5088	62.4%	166	2.0%	928	11.4%	1369	16.8%	604	7.4%	297	19.6%
Total	48413		33204		901		5220		6930		2158		1516	
Ethnicity														
Hispanic or Latino	1100	2.3%	678	61.6%	21	1.9%	158	14.4%	188	17.1%	55	5.0%	49	4.5%
Not Hispanic or Latino	37634	77.7%	26342	70.0%	677	1.8%	3991	10.6%	5156	13.7%	1468	3.9%	1114	3.0%
Joint	1061	2.2%	732	69.0%	19	1.8%	99	9.3%	167	15.7%	44	4.1%	34	3.2%
Free Form Text Only	11	0.0%	8	72.7%	0	0.0%	2	18.2%	1	9.1%	0	0.0%	1	9.1%
Ethnicity Not Available	8607	17.8%	5444	63.3%	184	2.1%	970	11.3%	1418	16.5%	591	6.9%	318	3.7%
Total	48413	100.0%	33204		901		5220		6930		2158		1516	

Source: <https://ffiec.cfbp.gov/data-publication/aggregate-reports/2021/WA/44060/5>

Table B-3

Disposition of applications by income, race, and ethnicity of applicant, 2021														
MSA/MD: 44060 - Spokane-Spokane Valley, WA														
INCOME, RACE AND ETHNICITY	Applications Received		Loans Originated		Apps. Approved But		Applications Denied		Applications Withdrawn		Files Closed for Incompleteness		Purchased Loans	
	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total
LESS THAN 50% OF MSA/MD MEDIAN														
Race														
American Indian or Alaska Native	56	1.30%	26	46.43%	3	5.36%	13	23.21%	7	12.50%	7	12.50%	2	3.57%
Asian	95	2.20%	40	42.11%	0	0.00%	29	30.53%	18	18.95%	8	8.42%	2	2.11%
Black or African American	46	1.10%	16	34.78%	3	6.52%	16	34.78%	9	19.57%	2	4.35%	11	23.91%
Native Hawaiian or Other Pacific Islander	10	0.20%	4	40.00%	1	10.00%	3	30.00%	1	10.00%	1	10.00%	0	0.00%
White	3276	76.50%	1715	52.35%	98	2.99%	828	25.27%	447	13.64%	188	5.74%	251	7.66%
2 or more minority races	4	0.10%	1	25.00%	0	0.00%	1	25.00%	1	25.00%	1	25.00%	0	0.00%
Joint	64	1.50%	28	43.75%	2	3.13%	21	32.81%	9	14.06%	4	6.25%	11	17.19%
Free Form Text Only	0	0.00%	0		0		0		0		0		0	
Race Not Available	734	17.10%	277	37.74%	26	3.54%	219	29.84%	123	16.76%	89	12.13%	47	6.40%
Total	4285	100.00%	2107	49.17%	133	3.10%	1130	26.37%	615	14.35%	300	7.00%	324	7.56%
Ethnicity														
Hispanic or Latino	128	3.00%	51	39.84%	5	3.91%	35	27.34%	26	20.31%	11	8.59%	17	13.28%
Not Hispanic or Latino	3363	78.50%	1758	52.27%	102	3.03%	857	25.48%	450	13.38%	196	5.83%	239	7.11%
Joint	36	0.80%	15	41.67%	2	5.56%	11	30.56%	6	16.67%	2	5.56%	10	27.78%
Free Form Text Only	2	0.00%	0	0.00%	0	0.00%	2	100.00%	0	0.00%	0	0.00%	0	0.00%
Ethnicity Not Available	756	17.60%	283	37.43%	24	3.17%	225	29.76%	133	17.59%	91	12.04%	58	7.67%
Total	4285	99.90%	2107		133		1130		615		300		324	
50-79% OF MSA/MD MEDIAN														
Race														
American Indian or Alaska Native	134	1.40%	89	66.42%	3	2.24%	18	13.43%	13	9.70%	11	8.21%	0	0.00%
Asian	175	1.90%	104	59.43%	5	2.86%	28	16.00%	25	14.29%	13	7.43%	5	2.86%
Black or African American	142	1.50%	83	58.45%	1	0.70%	28	19.72%	22	15.49%	8	5.63%	2	1.41%
Native Hawaiian or Other Pacific Islander	16	0.20%	11	68.75%	0	0.00%	3	18.75%	1	6.25%	1	6.25%	2	12.50%
White	7312	78.10%	4975	68.04%	138	1.89%	888	12.14%	1024	14.00%	287	3.93%	183	2.50%
2 or more minority races	18	0.20%	14	77.78%	0	0.00%	0	0.00%	2	11.11%	2	11.11%	1	5.56%
Joint	171	1.80%	108	63.16%	7	4.09%	30	17.54%	22	12.87%	4	2.34%	4	2.34%
Free Form Text Only	2	0.00%	2	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Race Not Available	1387	14.80%	840	60.56%	21	1.51%	194	13.99%	219	15.79%	113	8.15%	56	4.04%
Total	9357	100.00%	6226	66.54%	175	1.87%	1189	12.71%	1328	14.19%	439	4.69%	253	2.70%
Ethnicity														
Hispanic or Latino	287	3.07%	189	65.85%	2	0.70%	49	17.07%	33	11.50%	14	4.88%	10	3.48%
Not Hispanic or Latino	7451	79.63%	5029	67.49%	141	1.89%	920	12.35%	1048	14.07%	313	4.20%	184	2.47%
Joint	138	1.47%	90	65.22%	3	2.17%	19	13.77%	19	13.77%	7	5.07%	1	0.72%
Free Form Text Only	2	0.02%	2	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Ethnicity Not Available	1479	15.81%	916	61.93%	29	1.96%	201	13.59%	228	15.42%	105	7.10%	58	3.92%
Total	9357	100.00%	6226	66.54%	175	1.87%	1189	12.71%	1328	14.19%	439	4.69%	253	2.70%

Table B-4

Disposition of applications by income, race, and ethnicity of applicant, 2021														
MSA/MD: 44060 - Spokane-Spokane Valley, WA														
INCOME, RACE AND ETHNICITY	Applications Received		Loans Originated		Apps. Approved But		Applications Denied		Applications Withdrawn		Files Closed for Incompleteness		Purchased Loans	
	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total
80-99% OF MSA/MD MEDIAN														
Race														
American Indian or Alaska Native	28	0.80%	18	64.29%	0	0.00%	5	17.86%	5	17.86%	0	0.00%	0	0.00%
Asian	60	1.80%	41	68.33%	0	0.00%	5	8.33%	9	15.00%	5	8.33%	2	3.33%
Black or African American	49	1.50%	32	65.31%	0	0.00%	9	18.37%	4	8.16%	4	8.16%	1	2.04%
Native Hawaiian or Other Pacific Islander	9	0.30%	7	77.78%	0	0.00%	2	22.22%	0	0.00%	0	0.00%	0	0.00%
White	2605	77.70%	1833	70.36%	45	1.73%	285	10.94%	350	13.44%	92	3.53%	70	2.69%
2 or more minority races	8	0.20%	4	50.00%	0	0.00%	3	37.50%	1	12.50%	0	0.00%	0	0.00%
Joint	91	2.70%	60	65.93%	2	2.20%	9	9.89%	17	18.68%	3	3.30%	7	7.69%
Free Form Text Only	0	0.00%	0		0		0		0		0		0	
Race Not Available	504	15.00%	319	63.29%	6	1.19%	62	12.30%	79	15.67%	38	7.54%	21	4.17%
Total	3354	100.00%	2314	68.99%	53	1.58%	380	11.33%	465	13.86%	142	4.23%	101	3.01%
Ethnicity														
Hispanic or Latino	92	2.70%	60	65.22%	3	3.26%	14	15.22%	10	10.87%	5	5.43%	4	4.35%
Not Hispanic or Latino	2650	79.00%	1871	70.60%	40	1.51%	286	10.79%	357	13.47%	96	3.62%	74	2.79%
Joint	63	1.90%	46	73.02%	1	1.59%	5	7.94%	9	14.29%	2	3.17%	1	1.59%
Free Form Text Only	2	0.10%	1	50.00%	0	0.00%	0	0.00%	1	50.00%	0	0.00%	0	0.00%
Ethnicity Not Available	547	16.30%	336	61.43%	9	1.65%	75	13.71%	88	16.09%	39	7.13%	22	4.02%
Total	3354	100.00%	2314	68.99%	53	1.58%	380	11.33%	465	13.86%	142	4.23%	101	3.01%
100-119% OF MSA/MD MEDIAN														
Race														
American Indian or Alaska Native	54	0.60%	43	79.63%	1	1.85%	1	1.85%	2	3.70%	7	12.96%	1	1.85%
Asian	158	1.70%	105	66.46%	5	3.16%	16	10.13%	23	14.56%	9	5.70%	5	3.16%
Black or African American	136	1.50%	79	58.09%	4	2.94%	21	15.44%	23	16.91%	9	6.62%	6	4.41%
Native Hawaiian or Other Pacific Islander	23	0.20%	17	73.91%	1	4.35%	0	0.00%	5	21.74%	0	0.00%	0	0.00%
White	7113	77.00%	5212	73.27%	110	1.55%	626	8.80%	907	12.75%	258	3.63%	204	2.87%
2 or more minority races	12	0.10%	8	66.67%	0	0.00%	2	16.67%	2	16.67%	0	0.00%	0	0.00%
Joint	296	3.20%	218	73.65%	3	1.01%	25	8.45%	41	13.85%	9	3.04%	9	3.04%
Free Form Text Only	0	0.00%	0		0		0		0		0		0	
Race Not Available	1449	15.70%	937	64.67%	23	1.59%	132	9.11%	249	17.18%	108	7.45%	48	3.31%
Total	9241	100.00%	6619	71.63%	147	1.59%	823	8.91%	1252	13.55%	400	4.33%	273	2.95%
Ethnicity														
Hispanic or Latino	216	2.30%	139	64.35%	1	0.46%	27	12.50%	38	17.60%	11	5.10%	9	4.17%
Not Hispanic or Latino	7276	78.70%	5309	72.84%	116	1.59%	641	8.81%	933	12.77%	277	3.81%	208	2.86%
Joint	204	2.20%	147	72.06%	6	2.94%	17	8.33%	26	12.74%	8	3.92%	9	4.41%
Free Form Text Only	1	0.00%	1	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	100.00%
Ethnicity Not Available	1544	16.70%	1023	66.25%	24	1.55%	138	8.94%	255	16.51%	104	6.74%	46	2.98%
Total	9241	100.00%	6619	100.00%	147	100.00%	823	100.00%	1252	100%	400	100%	273	100%

Table B-5

Disposition of applications by income, race, and ethnicity of applicant, 2021														
MSA/MD: 44060 - Spokane-Spokane Valley, WA														
INCOME, RACE AND ETHNICITY	Applications Received		Loans Originated		Apps. Approved But		Applications Denied		Applications Withdrawn		Files Closed for Incompleteness		Purchased Loans	
	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total	No.	% of Total
120% OR MORE OF MSA/MD MEDIAN														
Race														
American Indian or Alaska Native	92	0.40%	55	59.78%	4	4.35%	12	13.04%	19	20.65%	2	2.17%	0	0.00%
Asian	387	1.70%	254	65.63%	9	2.33%	40	10.34%	63	16.28%	21	5.43%	11	2.84%
Black or African American	202	0.90%	108	53.47%	9	4.46%	30	14.85%	43	21.29%	12	5.94%	5	2.48%
Native Hawaiian or Other Pacific Islander	38	0.20%	25	65.79%	1	2.63%	3	7.89%	7	18.42%	2	5.26%	0	0.00%
White	16523	74.50%	12180	73.72%	272	1.65%	1214	7.35%	2300	13.92%	557	3.37%	406	2.46%
2 or more minority races	21	0.10%	15	71.43%	0	0.00%	3	14.29%	2	9.52%	1	4.76%	1	4.76%
Joint	830	3.70%	584	70.36%	8	0.96%	75	9.04%	137	16.51%	26	3.13%	17	2.05%
Free Form Text Only	2	0.00%	2	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Race Not Available	4081	18.40%	2715	66.53%	90	2.21%	321	7.87%	699	17.13%	256	6.27%	125	3.06%
Total	22176	100.00%	15938	71.87%	393	1.77%	1698	7.66%	3270	14.75%	877	3.95%	565	2.55%
Ethnicity														
Hispanic or Latino	377	1.70%	239	63.40%	10	2.65%	33	8.75%	81	21.49%	14	3.71%	9	2.39%
Not Hispanic or Latino	16894	76.20%	12375	73.25%	278	1.65%	1287	7.62%	2368	14.02%	586	3.47%	409	2.42%
Joint	620	2.80%	434	70.00%	7	1.13%	47	7.58%	107	17.26%	25	4.03%	13	2.10%
Free Form Text Only	4	0.00%	4	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Ethnicity Not Available	4281	19.30%	2886	67.41%	98	2.29%	331	7.73%	714	16.68%	252	5.89%	134	3.13%
Total	22176	100.00%	15938	71.87%	393	1.77%	1698	7.66%	3270	14.75%	877	3.95%	565	2.55%

Table B-6 Issues Alleged in Disability Complaints Filed with HUD and WSHRC 7/2019 - 3/2024

Table B-6 Issues Alleged in Disability Complaints Filed with HUD and WSHRC 7/2019 - 3/2024											
	#	% of All	Filed w/ HUD & WSHRC	Type	Issue(s)	Zip code	Finding	Conciliation			
								Monetary	Training	Policy Reqt.	Add'l Terms
DISABILITY ALONE											
			yes	Rental	Terms & Conditions, Harassment, Reasonable Accommodation	99208	Pre-finding Settlement	\$3,240	Yes		
			yes	Rental	Terms & Conditions, Reasonable Accommodation	99202	Closed: Failure to Cooperate				
			HUD only	Rental	Design & Construction	99204	Pre-finding Settlement	\$8,750			Mods.
			HUD only	Design & Const.	Terms & Conditions, Design & Construction	99202	No Reas. Cause / Pending Recon.				
			yes	Rental	Refusal to Rent, Terms & Conditions	99223	No Reasonable Cause				
			yes	HOA	Terms & Conditions, Reasonable Accommodation	99201	No Reasonable Cause				
			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions	99207	Pre-finding Settlement	\$500	Yes	RA Policy	distribute RA & AA policy to new apps. & current: post notices in rental offices
			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions	99207	Pre-finding Settlement	\$350	Yes	RA Policy	w/ AA policy distribute RA policy to new apps. & current tenants
			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions	99207		\$350	Yes	RA Policy	distribute RA & AA to new apps. & current tenants; post notices in rental offices

			yes	Rental	Terms & Conditions, Reasonable Accommodation	99201	No Reasonable Cause				
			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions	99204	Pre-finding Settlement	\$1,000	Yes	RA Policy	RA: Service & Assist. Animal
			yes	Rental	Reasonable Accommodation, Terms & Conditions	99203	Pre-finding Settlement	\$2,868.75	Yes	Policy revisions	Affirm. Ads.
			HUD only	Rental	Reasonable Accommodation	99223	Pre-finding Settlement	\$4,000	Yes	RA & AA Policies	Self-audit for pet fees charged
			HUD	Rental	Refusal to Rent, Terms & Conditions, Reasonable Accommodation	99201	Pre-finding Settlement	\$2,200	Yes	Policy revisions	
					Terms & Conditions, Reasonable Accommodation	99216	No Reasonable Cause				
			Yes	Rental	Reasonable Accommodation, Terms & Conditions	99203	Pre-finding Settlement	\$4,000	Yes	Policy revisions	Post Notices
			Yes		Terms & Conditions	99203	No Reasonable Cause				
			Yes	Rental	Refusal to Rent, Terms & Conditions, Reasonable Accommodation		No Reasonable Cause				
			HUD	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions	99204	No Reasonable Cause				
			yes		Terms & Conditions, Reasonable Accommodation		No Reasonable Cause				
			yes	Rental	Discriminatory Advertising/State statements/Notices, Terms & Conditions, Reasonable Accommodation	99202	Pre-finding Settlement	\$5,750	Yes	FH Policy	Add language to ads: "Assistance animals welcome" Review tenant files & return SA fees for last 5 yrs., revisit any SA RA previously denied

			HUD	Rental	Refusal to Rent, Terms & Conditions, Reasonable Accommodation		Failure to Cooperate				
			HUD		Terms & Conditions, Reasonable Accommodation	99208	Withdrawal with Benefits				
			HUD		Terms & Conditions, Reasonable Accommodation	99223	Pre-finding Settlement				
			HUD		Terms & Conditions, Reasonable Accommodation						
					Terms & Conditions, Reasonable Accommodation						
			HUD	Rental	Terms & Conditions, Intimidation, Reasonable Accommodation	99201					
			yes		Terms & Conditions, Reasonable Accommodation	99208					
			yes		Terms & Conditions, Reasonable Accommodation						
			yes		Terms & Conditions, Reasonable Accommodation						
			yes	Rental	Terms & Conditions	99201					
			yes		Terms & Conditions, Reasonable Accommodation	99207					
				Rental	Refusal to Rent, Terms & Conditions, Discriminatory Advertising/Statements/Notices						
DISABILITY & 1 OR MORE OTHER PROTECT. CLASSES											
Disability, Retaliation			yes	Rental	Terms & Conditions, Reasonable Accommodation, Harassment	99202	Pre-finding Settlement	\$200	Yes	RA / AA Policy	

Disability, Retaliation					Terms & Conditions, Reasonable Accommodation						
Disability, Familial Status			yes	Rental	Refusal to Rent, Deny or Make Housing Available, Terms & Conditions, Reasonable Accommodation, Discriminatory Advertising/State ments/Notices	99223	Pre-finding Settlement	\$2,000	Yes	RA Policy	
Disability, Familial Status			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions, Discriminatory Advertising/State ments/Notices	99201	Pre-finding Settlement	\$2,500	Yes	RA & AA Policies	Include "Children welcome" in future ads. Verify any ads. comply with WLAD. FH posters.
Disability, Race			yes	Rental	Terms & Conditions	99207	No Reasonable Cause				
Disability, Familial Status			yes	Rental	Refusal to Rent, Deny or Make Housing Available, Terms & Conditions, Reasonable Accommodation, Discriminatory Advertising/State ments/Notices	99223	Pre-finding Settlement	\$2,000	Yes	RA Policy	
Disability, Familial Status			yes	Rental	Refusal to Rent, Reasonable Accommodation, Terms & Conditions, Discriminatory Advertising/State ments/Notices	99201	Pre-finding Settlement	\$2,500	Yes	RA & AA Policies	
Disability, Race			yes	Rental	Terms & Conditions	99207	No Reasonable Cause				
Disability, Race			yes		Terms & Conditions, Reasonable Accommodation	99207	Pre-finding Settlement	\$1,500	Yes	RA Policy	Provide reserve parking space
Disability, Sex			yes	Rental	Terms & Conditions, Reasonable Accommodation	99205	No Reasonable Cause				
Disability, Sex			yes	Rental	Terms & Conditions, Refusal to Rent						
Total	47	75.8%									

Table B-7: National Origin Complaints Filed with HUD and WSHRC 7/2019 - 3/2024

	#	% of All Complaints	Filed w/ HUD	Filed w/ WSRHC	Type	Zip code	Issues	Reasonable Cause or No RC	Conciliation	
									Monetary	Training Reqt.
			yes	yes	Rental	99216	Refusal to Rent, Terms & Conditions, Deny or Make Housing Available		\$3,000	Fair Housing
						99208	Terms & Conditions, Intimidation	NRC		
Total	2	3.2%								

Table B-8-: Issues Alleged in Familial Status Complaints Filed with HUD and WSHRC 7/2019 - 3/2024

Conciliation											
	#	% of All	Filed w/ HUD & WSHRC	Type	Issue(s)	Zip code	Finding:	Monetary	Training Req.	Policy Req.	Add 'l Terms
Familial Status Alone	7										
			yes	rental	Discriminatory Advertising/ Statements/ Notices, Refusal to Rent, Terms & Conditions, Deny or Make Housing Available	99204	Pre-finding Settlement	\$1,500	Yes		Affirm. Ads.
			yes	rental	Advertising, Steering	99207	Pre-finding Settlement	\$1,000	Yes	Policy revise	Post Notices
			yes	rental	Refusal to Rent	99204	Pre-finding Settlement	\$7,500	Yes		Affirm. Ads.
			yes	rental	Refusal to Rent, Discriminatory Advertising/ Statements/ Notices	99204	No Reasonable Cause				
			yes	rental	Refusal to Rent, Discriminatory Advertising/ Statements/ Notices	99204	Failure to Cooperate				
			yes	rental	Refusal to Rent, Discriminatory Advertising/ Statements/ Notices	99207	Pre-finding Settlement	\$2,500	Yes	Policy revise	Verify ads. comply with WLAD. Post FH notices
			yes	rental	Deny Access to Services / orgs/ real estate, Discriminatory Advertisements / Notices / Statements	99201					
FAM. STATUS & SEX	1		yes	rental	Terms & Conditions, Intimidation	99224	Pre-finding Settlement	\$3,500	Yes		Affirm. Ads.
Total	8	12.9%									

Table B-9: Issues Alleged in Race Complaints Filed with HUD and WSHRC 7/2019 - 3/2024

Race Alone	#	% of All Complaints	Filed w/ HUD & WSHRC	Type	Issue(s)	Zip code	Finding:	Conciliation	
								Monetary	Training Reqt.
				Rental	Terms & Conditions, Intimidation	99223	Pre-finding Settlement	\$4,824	Yes
			Yes	Rental	Terms & Conditions	99205	No Reasonable Cause		
			Yes		Terms & Conditions	99223	No Reasonable Cause		
Total	3	4.8%							

Table B-10: Issues Alleged in Sex Complaints Filed with HUD and WSHRC 7/2019 - 3/2024

	#	% of All	Filed w/ HUD & WSHRC	Type	Issue(s)	Zip code	Finding:
Sex			yes	rental	Terms & Conditions	99202	Reasonable Cause; Conciliation Failure; Finding against CP after Trial
Sex			yes	rental	Harassment	99202	Reasonable Cause; Conciliation Failure; Finding against CP after Trial
Sex			yes	rental	Harassment	99202	Reasonable Cause; Conciliation Failure; Finding against CP after Trial
Sex			yes		Terms & Conditions, Deny or Make Housing Available, Intimidation		
Sex			yes		Terms & Conditions		
Sex			yes		Intimidation		
Sexual Orientation / Gender Identity			yes	rental	Refusal to Rent		No Reasonable Cause
Total	7	11.3%					

Table B-11: Issues Alleged in Marital Status Complaints Filed with WSHRC 7/2019 - 3/2024

Marital Status	#	% of All Complaints	Type	Issue(s)	Zip code	Finding:
			Rental	Terms & Conditions	99224	Pre-finding Settlement
Total	1	1.6%				

APPENDIX C – SURVEY RESPONSE SUMMARIES

City of Spokane 2024 Housing Survey for Housing Providers and Their Advocates - Please respond by 4/7/24		
Q1. Where do you live? (*The first questions ask about your demographic information, to provide information on whether survey responders are representative of all protected classes, geographies and roles in housing transactions in Spokane)		
Answer Choices	Responses	
City of Spokane	76.2%	16
Other town or city within the County of Spokane	19.1%	4
Unincorporated Spokane County	4.8%	1
Other town or city in WA outside Spokane County	4.8%	1
Outside of WA State	4.8%	1
Other (please specify)	9.5%	2
	Answered	21
	Skipped	0
Other (please specify)		
Cle elum		
Idaho, Coeur D'Alene		
Q5. What is your race?		
Answer Choices	Responses	
Black or African American	4.76%	1
Hawaiian or Other Pacific Islander	0.00%	0
Asian	0.00%	0
Native American, Alaskan Native or Indigenous	4.76%	1
White non-Hispanic	85.71%	18
Hispanic or Latino	4.76%	1
2 or more Races	4.76%	1
Other Race	0.00%	0
Other (please specify)	4.76%	1
	Answered	21
	Skipped	0
Other (please specify)		
nunya		
Q6. Are you Hispanic, Latino or Latinx?		
Answer Choices	Responses	
Yes	9.5%	2
No	90.5%	19
	Answered	21
	Skipped	0
Q7. Do you or does someone in your household have a disability?		
Answer Choices	Responses	
Yes	23.8%	5
No	61.9%	13
If yes, is it a mental or physical disability?	14.3%	3
	Answered	21
	Skipped	0
If yes, is it a mental or physical disability?		
	1	both
	1	physical
	1	Developpmental
Q8. What is your sexual orientation?		
Answer Choices	Responses	
Heterosexual	76.2%	16
Gay or Lesbian	4.8%	1

City of Spokane 2024 Fair Housing Survey for Housing Consumers & Advocates - Please Respond by 4/7/2024			
Q1. Where do you live? (*The first questions ask about your demographic information, to provide information on whether survey responders are representative of all protected classes, geographies and roles in housing transactions in the City of Spokane)			
Answer Choices	Responses		Responses
City of Spokane	74.7%	159	175 74.79%
Other town or city within Spokane County	18.3%	39	43 18.38%
Unincorporated Spokane County	5.2%	11	12 5.13%
Other town or city in WA outside of Spokane County	1.4%	3	4 1.71%
Outside of WA State	0.9%	2	3 1.28%
Other (please specify)	0.5%	1	3 1.28%
	Answered	213	234 100.00%
	Skipped	0	
Other (please specify)			
I own in Spokane city limits but live in Idaho			
Q2. What is your race?			
Answer Choices	Responses		Responses
Black or African American	3.3%	7	8 3.4%
Hawaiian or Other Pacific Islander	0.5%	1	1 0.4%
Asian	1.4%	3	3 1.3%
Native American /Alaska Native/ Indigenous	3.8%	8	9 3.9%
White Non-Hispanic	78.8%	167	185 79.4%
Hispanic or Latino	8.0%	17	18 7.7%
2 or more Races	7.1%	15	16 6.9%
Other Race	2.4%	5	5 2.1%
If you selected Other Race, please specify)		5	6 2.6%
	Answered	212	233 100.0%
	Skipped	1	
If you selected Other Race, please specify)			
99% Eurrepan 1% African			
Human			
White			
White / Latina			
nunya			
Q3. Are you Hispanic, Latino, or Latinx?			
Answer Choices	Responses		Responses
Yes	9.5%	20	22 9.5%
No	90.5%	190	209 90.5%
	Answered	210	231 100.0%
	Skipped	3	3
Q4. Do you or does someone in your household have a disability?			
Answer Choices	Responses		Responses
Yes	35.1%	74	79 34.1%
No	64.9%	137	150 64.7%
If yes, is it a mental or physical disability?		70	73 31.5%
	Answered	211	232 100.0%
	Skipped	2	2
If yes, is it a mental or physical disability?			
	16	Both	17
	24	Mental	24
	25	Physical	26
	3	Developmental	4
		Intellectual and/or Developmental disability should be added to this list	
		yes	
Q5. What is your sexual orientation?			
Answer Choices	Responses		Responses
Heterosexual	67.9%	142	158 68.7%
Gay or Lesbian	8.1%	17	18 7.8%

Bisexual	14.3%	3
Pansexual	0.0%	0
Asexual	0.0%	0
Other (please specify)	4.8%	1
	Answered	21
	Skipped	0
	Other (please specify)	
		nunya
Q9. What is your gender?		
Answer Choices	Responses	
Female assigned at birth (cisgender)	38.1%	8
Male assigned at birth (cisgender)	47.6%	10
Transgender Female	0.0%	0
Transgender Male	0.0%	0
Gender-nonconforming	4.8%	1
Intersex	0.0%	0
Bi-gender	0.0%	0
Other (please specify)	9.5%	2
	Answered	21
	Skipped	0
Other (please specify)		
	Male	
	there are only 2	
Q10. Do you have children under 18 in your household?		
Answer Choices	Responses	
Yes	23.8%	5
No	76.2%	16
	Answered	21
	Skipped	0
Q11. How many people are in your household?		
Answer Choices	Responses	
1	23.8%	5
2	38.1%	8
3	14.3%	3
4	14.3%	3
5	4.8%	1
6 or more	4.8%	1
Other (please specify)	0.0%	0
	Answered	21

Bisexual	12.9%	27	30	13.0%
Pansexual	4.8%	10	10	4.3%
Asexual	2.9%	6	6	2.6%
Other (please specify)	4.8%	10	11	4.8%
	Answered	209	230	100.0%
	Skipped	4	4	
Other (please specify)				
queer			2	
Why is this question important? I'm heterosexual.				
None of your business / nunya			2	
do not wish to say				
Straight				
That's a lot of options				
N/A				
Pass				
Q6. What is your gender?				
Answer Choices	Responses		Responses	
Female assigned at birth (cisgender)	63.8%	134	142	61.5%
Male assigned at birth (cisgender)	24.8%	52	62	26.8%
Transgender Female	0.5%	1	1	0.4%
Transgender Male	1.0%	2	2	0.9%
Gender-nonconforming	3.8%	8	9	3.9%
Intersex	0.5%	1	1	0.4%
Bi-gender	0.5%	1	1	0.4%
Other (please specify)	7.6%	16	18	7.8%
	Answered	210	231	100.0%
	Skipped	3	3	
Other (please specify)				
Agender, genderqueer, non-binary				
Nonbinary (3)				
Human female				
Two Spirit				
Female. Not sure why this question is important either.				
Female				
do not wish to say				
Male				
Female assigned at birth - drop the cisgender please				
Straight				
Mamma hi Sleeping puppy can you say that bye-bye bye-bye let'sis i'm going on the beach and i'm gonna be in a car and i'm going on a little walk with the dogs so i'm going on on my phone so so i will call me when you're done done bye i will be there bye i i will call me back back back in the the phone number i will give no ilmmq				
N/A				
Pass				
thereareonly2				
Q7. Do you have children under 18 in your household?				
Answer Choices	Responses		Responses	
Yes	30.6%	64	69	30.0%
No	69.4%	145	161	70.0%
	Answered	209	230	100.0%
	Skipped	4	4	
Q8. How many people are in your household?				
Answer Choices	Responses		Responses	
1	24.88%	52	57	24.8%
2	35.4%	74	82	35.7%
3	14.4%	30	33	14.3%
4	14.4%	30	33	14.3%
5	5.3%	11	12	5.2%
6 or more	4.8%	10	11	4.8%
Other (please specify)	1.0%	2	2	0.9%
	Answered	209	230	100.0%

	Skipped	0		
Q12. Which best describes your annual income?				
Answer Choices	Responses			
No income	0.0%	0		
\$12,000 or less	4.8%	1		
\$18,000 or less	0.0%	0		
\$22,500 or less	4.8%	1		
\$26,215 or less	0.0%	0		
\$29,960 or less	0.0%	0		
\$33,705 or less	0.0%	0		
\$37,450 or less	0.0%	0		
\$44,940 or less	14.3%	3		
\$56,200 or less	9.5%	2		
\$75,000 or less	14.3%	3		
\$103,400 or less	19.1%	4		
\$103,401 or more	33.3%	7		
	Answered	21		
	Skipped	0		
Q32. Have you ever accepted a voucher (section 8, VASH, etc.) or other subsidy (HEN, etc.) from a tenant?				
Answer Choices	Responses			
Yes	42.9%	9		
No	23.8%	5		
N/A	33.3%	7		
If Yes, what type?	23.8%	5		
	Answered	21		
	Skipped	0		
If Yes, what type?				
Rapid Rehousing, Section-8, HUD-VASH				
I accept DOC Voucher, HEN, Section 8 and others				
Sec 8				
All Section 8 vouchers				
bias in housing is so exceedingly rare as to be non-existent				
Q33. If you have accepted a voucher (section 8, VASH, etc.) or other subsidy (HEN, etc.) from a tenant, how would you describe the experience(s)?				
Answer Choices	Responses			
Negative	10.0%	2		
Neutral	0.0%	0		
Positive	0.0%	0		
Mixed - positive and negative experiences	35.0%	7		
N/A	55.0%	11		
Additional information:	25.0%	5		
	Answered	20		
	Skipped	1		
Additional information:				
Temporary programs that run out of funding for tenants can be difficult to navigate				
I am currently waiting for 3 months for a HEN voucher. The person is lucky we haven't kicked him out because he would be homeless				
Generally a negative experience from one of many angles: 1) Eventual non-payment issues from tenants; 2) More damage to the properties from subsidized tenants; 3) Regulatory and administrative burden; 4) Legal liability for not				
I help clients get these vouchers.				
bias in housing is so exceedingly rare as to be non-existent				
Q2. Which best describes your role as a housing provider?				
Answer Choices	Responses			
Provider / employee of a homeless shelter	15.0%	3		
Property manager	15.0%	3		
Leasing Agent	0.0%	0		
Landlord	30.0%	6		

	Skipped	4		4	
Other (please specify)					
3 and son part-time					
Pass					
Q9. Which best describes your annual income?					
Answer Choices	Responses			Responses	
No income	0.0%	0	0	0.0%	
\$12,000 or less	2.4%	5	6	2.6%	
\$18,000 or less	2.4%	5	5	2.2%	
\$22,500 or less	2.9%	6	7	3.0%	
\$26,215 or less	3.3%	7	7	3.0%	
\$29,960 or less	1.0%	2	2	0.9%	
\$33,705 or less	4.8%	10	10	4.3%	
\$37,450 or less	3.3%	7	7	3.0%	
\$44,940 or less	6.7%	14	17	7.4%	
\$56,200 or less	14.3%	30	32	13.9%	
\$75,000 or less	19.5%	41	44	19.0%	
\$103,400 or less	18.1%	38	42	18.2%	
\$103,401 or more	22.4%	47	54	23.4%	
	Answered	210	231	100.0%	
	Skipped	3	3		
Q10. Do you use a voucher (section 8, VASH, etc.) or other subsidy (HEN, etc.) to pay some or all of your housing costs?					
Answer Choices	Responses			Responses	
Yes	0.0%	0	9	4.2%	
No	100.0%	211	216	100.0%	
If Yes, what type?	0.0%	0	7	3.2%	
	Answered	211	216	100.0%	
	Skipped	2	23		
Q11. Which best describes your current living situation?					
Answer Choices	Responses			Responses	
Homeless shelter	0.0%	0			
Houseless, no shelter	0.0%	0			
Renting a dwelling unit on a month to month basis	10.4%	22			
Leasing a dwelling unit for a fixed term (12 mos. etc.)	19.8%	42			

Race	90.5%	19
Color	85.7%	18
Religion	90.5%	19
National Origin	76.2%	16
Sex	85.7%	18
Disability	90.5%	19
Familial state (children)	66.7%	14
Sexual orientation	76.2%	16
Military / Veteran status	61.9%	13
Creed	57.1%	12
Immigration or citizenship status	57.1%	12
Marital status (Married or Not Married)	57.1%	12
Source of income	52.4%	11
Age	57.1%	12
Other (please specify)	9.5%	2
	Answered	21
	Skipped	0
Other (please specify)		
		Gender identity
		all the above
Q14. How well do you understand fair housing laws?		
Answer Choices		
I don't know anything about fair housing laws	0.0%	0
I understand some of the basics	42.9%	9
I have a good understanding of fair housing laws	57.1%	12
	Answered	21
	Skipped	0
Q15. How often do you believe that discrimination in the rental of housing occurs in Spokane?		
Answer Choices		
It does not occur	4.8%	1
Rarely	28.6%	6
Occasionally	33.3%	7
Commonly	38.1%	8
	Answered	21
	Skipped	0
Q16. If you believe that discrimination occurs in the rental of housing in Spokane, on what bases do you believe that discrimination is most often based on?		
Answer Choices		
Age	19.1%	4
National origin	4.8%	1
Race	61.9%	13
Disability	19.1%	4
Color	42.9%	9
Sexual Orientation	28.6%	6
Marital status	38.1%	8
Source of Income	23.8%	5
Sex/Gender	9.5%	2
Familial Status (children under 18)	61.9%	13
Veteran Status	9.5%	2
Religion	23.8%	5
Immigration / Citizenship Status	9.5%	2
Criminal history	9.5%	2
Political ideology	42.9%	9
Other (please specify)	23.8%	5
	Answered	21
	Skipped	0
Other (please specify)		

Race	94.7%	196
Color	79.7%	165
Religion	83.6%	173
National Origin	70.5%	146
Sex	83.1%	172
Disability	88.9%	184
Familial status (children)	57.0%	118
Sexual Orientation	75.9%	157
Military / Veteran status	64.7%	134
Creed	44.4%	92
Immigration / Citizenship status	41.6%	86
Marital status (Married or Not Married)	45.4%	94
Source of income	35.3%	73
Age	54.6%	113
Other (please specify)	2.9%	6
	Answered	207
	Skipped	6
Other (please specify)		
None are enforced		
Don't know		
None		
Pregnancy		
Law is different than enforcement		
all of the above duh		
Q14. How well do you understand fair housing laws?		
Answer Choices		
I don't know anything about fair housing laws	14.6%	31
I understand some of the basics	63.7%	135
I have a good understanding of fair housing laws	23.1%	49
	Answered	212
	Skipped	1
Q15. How often do you believe that discrimination in the rental of housing occurs in Spokane?		
Answer Choices		
It does not occur	1.4%	3
Rarely	8.1%	17
Occasionally	34.1%	72
Commonly	56.9%	120
	Answered	211
	Skipped	2
Q16. If you believe that discrimination occurs in the rental of housing, on what bases do you believe that discrimination is most often based on?		
Answer Choices		
Age	32.9%	69
National origin	35.2%	74
Race	64.3%	135
Disability	50.0%	105
Color	40.5%	85
Sexual Orientation	41.0%	86
Marital status	14.3%	30
Source of Income	69.1%	145
Sex/Gender	26.7%	56
Familial Status (children under 18)	33.3%	70
Veteran Status	8.1%	17
Religion	13.8%	29
Immigration / Citizenship status	51.9%	109
	9.5%	20
	Answered	210
	Skipped	3
Other (please specify)		
	Answered	205
	Skipped	3
Other (please specify)		

215	0.94
183	0.80
192	0.84
162	0.71
190	0.83
203	0.89
132	0.58
173	0.76
147	0.64
104	0.46
98	0.43
106	0.46
84	0.37
125	0.55
8	0.04
228	1.00
6	
Responses	
31	13.3%
144	61.8%
61	26.2%
233	100.0%
1	
Responses	
4	1.7%
23	9.9%
79	34.1%
128	55.2%
232	100.0%
2	
Responses	
73	32.3%
75	33.2%
148	65.5%
109	48.2%
94	41.6%
92	40.7%
38	16.8%
150	66.4%
58	25.7%
83	36.7%
19	8.4%
34	15.0%
111	49.1%
22	9.7%
219	96.9%
8	3.5%
226	100.0%
3	

lack of credit, low credit scores that are not only medical or student debt, but perhaps the ex partner opened credit cards or took out loans in the applicants name. They are denied before they can explain the situation at times. For Criminal history, many owner/agents immediately deny applicants with a felony. I feel there should be a time frame for not only forgiveness but for the applicant to explain their circumstances and what they have done since they were charged.

Barriers include credit, and income in which I have seen discrimination regarding my clients.
I'm not involved with property management and don't possess sufficient knowledge.

Justice involvement

bias in housing is so exceedingly rare as to be non-existent

Q17. If you believe that discrimination occurs in the rental of housing in Spokane, why do you believe it most often occurs?

Answer Choices	Responses	
Unconscious or immediate thought process	30.0%	6
Intentional bias	25.0%	5
Laws and written or unwritten policies within institutions and across systems	15.0%	3
Deeply embedded beliefs and company culture within institutions and across systems	40.0%	8
All of the Above	30.0%	6
Other (please specify)	20.0%	4
	Answered	20
	Skipped	1

Other (please specify)

I believe that most of the people that are discriminated also fall into groups that are less preferred tenants based on historical truths. It may not reflect that person, but generally reflects a lot of people of the same age, income, and background.

Lack of knowledge of the myriad of laws, change in the applications of the laws and laws that change often. Also, please stop with the "institutional racism" trope

Please own a rental house, and you will see why we are biased against people who cause us landlords the most

bias in housing is so exceedingly rare as to be non-existent

It does not occur

PETS

I don't believe discrimination occurs regularly but "bad actors" in certain areas deserve to be denied housing because of behavior.

Justice involvement

Political affiliation

those with criminal backgrounds

Background, past, physical appearance

Speculation isn't data

Income aka socioeconomic status as well as criminal history

Basis is different from bases

Pets

pets and service animals

Not good tenants

Likely across the board; unknowingly.

previous housing or lack thereof

Criminal Background

Pets, criminal history, eviction history, sex offender status, voucher

usually a misunderstanding between landlord & tenant or tenant gets advise to sue from greedy attorney

All the above

none-bias is exceedingly rare in housing

Q17. If you believe that discrimination occurs in the rental of housing, why do you believe it most often occurs?

Answer Choices	Responses	
Unconscious or immediate thought process	32.4%	68
Intentional bias	26.7%	56
Laws and written or unwritten policies within institutions and across systems	17.6%	37
Deeply embedded beliefs and company culture within institutions and across systems	30.5%	64
All of the Above	53.3%	112
Other (please specify)	9.1%	19
	Answered	210
	Skipped	3

Other (please specify)

It does not occur

Landlords deserve to limit tenants that destroy their investments...example pet owners.

Fear of renter unable to meet rent obligation

Lack of sufficient legal protections for both renters and landlords

Income level

Ensure payment is going to be paid and on time and whether the proposed tenant seems like they are in a stable situation so the landlord's property will be occupied for a lengthy period

Concerns about the ability of tenants to pay full rent on time and take good care of the property

Housing unaffordability is intrinsically discriminatory, as well.

Homeless population statistics, personal experience reported to me.

demographics are used to make many decisions. It's human nature. Rental listings always have some demographic restrictions such as "adults only", "no pets", "stair access only" etc

Nope

No enforcement that is easy without having the money for an attorney

55 and older restrictions

Having property destroyed by renters

Zero anonymous reporting or funds for enforcement

Responses	
74	32.2%
61	26.5%
40	17.4%
72	31.3%
118	51.3%
23	10.0%
230	100.0%
4	

Landlords sometimes says "I only rent to people with jobs", "I only rent to people who can take care of themselves (i.e. no one with an in-home caregiver or housing advocate), intentionally raising rent to be too high for Section 8 voucher budget every time HUD increases the budget, requiring income to be 3 or 4 times the rent even though the person has established excellent history of paying rent on less income before this became a common rule. May elderly have not encountered this rule before and are surprised when they try to move on SSI or SSD.

All of the above plus incentivized by money or where the rent is coming from

Negative interactions

bias is exceedingly rare in housing

Q18. How often do you believe that discrimination in the sale of housing occurs in Spokane?		
Answer Choices	Responses	
It does not occur	15.0%	3
Rarely	25.0%	5
Occasionally	40.0%	8
Commonly	20.0%	4
	Answered	20
	Skipped	1

Q19. If you believe that discrimination occurs in the sale of housing in Spokane, on what bases do you believe that discrimination is most often based on?

Answer Choices	Responses	
Age	25.0%	5
National origin	15.0%	3
Race	40.0%	8
Disability	25.0%	5
Color	20.0%	4
Sexual Orientation	25.0%	5
Marital status	20.0%	4
Source of Income	60.0%	12
Sex/Gender	20.0%	4
Familial Status (children under 18)	15.0%	3
Veteran Status	0.0%	0
Religion	15.0%	3
Immigration / Citizenship Status	40.0%	8
Other (please specify)	15.0%	3
	Answered	20
	Skipped	1

Other (please specify)

N/a

I'm not involved with residential sales and don't possess sufficient knowledge.

bias in housing is so exceedingly rare as to be non-existent

Landlords sometimes says "I only rent to people with jobs", "I only rent to people who can take care of themselves (i.e. no one with an in-home caregiver or housing advocate), intentionally raising rent to be too high for Section 8 voucher budget every time HUD increases the budget, requiring income to be 3 or 4 times the rent even though the person has established excellent history of paying rent on less income before this became a common rule. May elderly have not encountered this rule before and are surprised when they try to move on SSI or SSD.

All of the above plus incentivized by money or where the rent is coming from

Negative interactions

bias is exceedingly rare in housing

Q18. How often do you believe that discrimination in the sale of housing occurs in Spokane?		
Answer Choices	Responses	
It does not occur	2.8%	6
Rarely	18.5%	39
Occasionally	46.5%	98
Commonly	34.1%	72
	Answered	211
	Skipped	2

Q19. If you believe that discrimination occurs in the sale of housing, on what bases do you believe that discrimination is most often based on?

Answer Choices	Responses	
Age	30.9%	64
National origin	40.1%	83
Race	67.6%	140
Disability	34.8%	72
Color	44.4%	92
Sexual Orientation	41.1%	85
Marital status	30.4%	63
Source of Income	63.3%	131
Sex/Gender	30.0%	62
Familial Status (children under 18)	22.2%	46
Veteran Status	12.1%	25
Religion	13.0%	27
Immigration / Citizenship status	50.2%	104
Other (please specify)	11.6%	24
	Answered	207
	Skipped	6

Other (please specify)

It does not occur

I'm sure it occurs but most people sell to the highest bidder. No room for discrimination when someone is waving money at you.

Sellers can decide whatever they want when selling their house. Based on the buyer's letter or how the realtor presents them, they could infer all kinds of information. Additionally there are a million hurdles to getting a mortgage. and make a decision based on that

socioeconomic status, type of home loan (FHA, VA, etc.)

Political affiliation

background check status

i dont, its more or less anonymous and based on highest bids, loan status, etc. it actually takes out most bias

None

Speculation isn't data

Socioeconomic status

I don't know

Did anyone proof read this?

I do not believe that a qualified person would be discriminated against.

I have no idea

Every property owner has a right to choose who they want to sell their home to.

Homeowners literally pick who to sell to based on a letter sometimes

Does not

(Religion is misspelled!)

It does not happen in spokane

Political Party Affiliation

location and crime activity

Responses	
9	3.9%
44	19.0%
106	45.9%
76	32.9%
231	100.0%
3	
Responses	
69	30.4%
86	37.9%
148	65.2%
77	33.9%
96	42.3%
90	39.6%
67	29.5%
143	63.0%
66	29.1%
49	21.6%
25	11.0%
30	13.2%
112	49.3%
27	11.9%
227	100.0%
7	

Q20. If you believe that discrimination occurs in the sale of housing in Spokane, why do you believe it most often occurs?		
Answer Choices	Responses	
Unconscious or immediate thought process	20.0%	4
Intentional bias	20.0%	4
Laws and written or unwritten policies within institutions and across systems	10.0%	2
Deeply embedded beliefs and company culture within institutions and across systems	25.0%	5
All of the Above	30.0%	6
Other (please specify)	20.0%	4
	Answered	20
	Skipped	1
Other (please specify)		
I do not think very many people say nope not selling to you because your the wrong color, sex or age if they have the money If there is discrimination it would be from the lending side, where almost everybody has a hard time, so those with challenging income sources or amounts would even have it more difficult... I do think		
Lack of knowledge of the myriad of laws, change in the applications of the laws and laws that change often. Also, please stop with the "institutional racism" trope		
N/a		
bias in housing is so exceedingly rare as to be non-existent		
Q21. How often do you believe that discrimination in mortgage lending occurs in Spokane?		
Answer Choices	Responses	
It does not occur	23.8%	5
Rarely	23.8%	5
Occasionally	28.6%	6
Commonly	23.8%	5
	Answered	21
	Skipped	0
Q22. If you believe that discrimination occurs in mortgage lending in Spokane, on what bases do you believe that discrimination is most often based on?		
Answer Choices	Responses	
Age	15.8%	3
National origin	21.1%	4
Race	42.1%	8
Disability	21.1%	4
Color	15.8%	3
Sexual Orientation	15.8%	3
Marital status	21.1%	4
Source of Income	47.4%	9

misunderstanding between buyer and seller		
All the above		
bias is exceedingly rare in housing sales		
Q20. If you believe that discrimination occurs in the sale of housing in Spokane, why do you believe it most often occurs?		
Answer Choices	Responses	
Unconscious or immediate thought process	28.3%	58
Intentional bias	22.9%	47
Laws and written or unwritten policies within institutions and across systems	16.6%	34
Deeply embedded beliefs and company culture within institutions and across systems	25.9%	53
All of the Above	54.2%	111
Other (please specify)	8.3%	17
	Answered	205
	Skipped	8
Other (please specify)		
It does not occur		
similar to systemic racism in areas like hillyard		
Owner concerned the person will not qualify for the loan		
Lack of sufficient legal protection for both renters and landlords		
ability to obtain loan		
Income		
i dont		
None		
Speculation isn't data		
Housing unaffordability is intrinsically discriminatory, as well.		
I do not believe that a qualified person would be discriminated against.		
It does not		
Likely across the board; unknowingly		
Illegal status		
It does not happen, people sell to anyone to make a profit		
realtor might steer people away from "white neighborhoods" or "higher class" neighborhoods. NIMBY attitudes toward new housing developments. People do not want mixed income/disability housing projects in their neighborhoods. They successfully petition City to keep non-profits from buying or rehabilitating properties even though they legally have a right to do it in any neighborhood they want.		
bias is exceedingly rare in housing sales		
Q21. How often do you believe that discrimination in mortgage lending occurs in Spokane?		
Answer Choices	Responses	
It does not occur	6.7%	14
Rarely	17.1%	36
Occasionally	42.9%	90
Commonly	35.2%	74
	Answered	210
	Skipped	3
Q22. If you believe that discrimination occurs in mortgage lending in Spokane, on what bases do you believe that discrimination is most often based on?		
Answer Choices	Responses	
Age	39.6%	80
National origin	35.2%	71
Race	60.9%	123
Disability	42.1%	85
Color	39.6%	80
Sexual Orientation	31.2%	63
Marital status	32.2%	65
Source of Income	70.8%	143

Responses	
62	27.6%
51	22.7%
36	16.0%
58	25.8%
117	52.0%
21	9.3%
225	100.0%
9	
Responses	
19	8.2%
41	17.7%
96	41.6%
79	34.2%
231	100.0%
3	
Responses	
83	37.6%
75	33.9%
131	59.3%
89	40.3%
83	37.6%
66	29.9%
69	31.2%
152	68.8%

Sex/Gender	21.1%	4
Familial Status (children under 18)	15.8%	3
Veteran Status	0.0%	0
Religion	5.3%	1
Immigration / Citizenship Status	36.8%	7
Other (please specify)	31.6%	6
	Answered	19
	Skipped	2

Other (please specify)
NA
income verification.
N/a
I'm not involved with residential sales or mortgage lending and don't possess sufficient knowledge.
unsure
bias in housing is so exceedingly rare as to be non-existent

Q23. If you believe that discrimination occurs in the mortgage lending in Spokane, why do you believe it most often occurs?

Answer Choices	Responses	
Unconscious or immediate thought process	15.8%	3
Intentional bias	5.3%	1
Laws and written or unwritten policies within institutions and across systems	10.5%	2
Deeply embedded beliefs and company culture within institutions and across systems	21.1%	4
All of the Above	36.8%	7
Other (please specify)	26.3%	5
	Answered	19
	Skipped	2

Other (please specify)
NA
Lack of knowledge of the myriad of laws, change in the applications of the laws and laws that change often. Also, please stop with the "institutional racism" trope
N/a
I'm not involved with mortgage lending and don't possess sufficient knowledge.

Sex/Gender	29.2%	59
Familial Status (children under 18)	20.3%	41
Veteran Status	13.9%	28
Religion	12.9%	26
Immigration / Citizenship Status	47.0%	95
Other (please specify)	13.4%	27
	Answered	202
	Skipped	11

Other (please specify)
All, depending
all of the above
It does not occur
not a lender, I have no idea
N/a
socioeconomic status
Political affiliation
Not sure
background check status
based on income, so source would not be discrimination...
None
Speculation isn't data
Socioeconomic status (SES)
ldk
Look up bias. Don't use bases when you mean bias.
NA
I do not believe that a qualified person would be discriminated against.
Underwriting is reviewing and basing loans on many factors including credit history, source of income, length of employment, etc.
Does not
Across the board; unknowingly.
It absolutely does not happen, mortgage people want to earn a commission and will not jeopardize their paycheck over a bias
See previous comments.
N/A
I knew an elderly woman who owned her home. She wanted to sell it to downsize to a smaller home. Her plan was to use the cash as a downpayment and take a smaller mortgage. The bank refused to consider her application. This was around 2008 when the market crashed. Bank said she was too high risk even though she successfully owned a home many years. They thought she was too old.
misunderstanding between parties
All the above
bias in mortgage lending is exceedingly rare

Q23. If you believe that discrimination occurs in mortgage lending in Spokane, why do you believe it most often occurs?

Answer Choices	Responses	
Unconscious or immediate thought process	22.5%	45
Intentional bias	17.5%	35
Laws and written or unwritten policies within institutions and across systems	20.5%	41
Deeply embedded beliefs and company culture within institutions and across systems	24.0%	48
All of the Above	52.5%	105
Other (please specify)	9.5%	19
	Answered	200
	Skipped	13

Other (please specify)
It does not occur
may be that the language barrier prohibits those otherwise qualified
N.a
Political reasons (redlining of areas against perceived "liberals", etc.)

63	28.5%
44	19.9%
28	12.7%
27	12.2%
102	46.2%
33	14.9%
221	100.0%
13	

Responses	
48	21.9%
36	16.4%
43	19.6%
52	23.7%
112	51.1%
24	11.0%
219	100.0%
15	

bias in housing is so exceedingly rare as to be non-existent

F

Q24. Which agency(cies) could a person contact to file a fair housing complaint?		
Answer Choices	Responses	
Washington State Attorney General	61.90%	13
Northwest Fair Housing Alliance	66.67%	14
U.S. Dept. of Housing and Urban Development	52.38%	11
Washington State Human Rights Commission	47.62%	10
Northwest Justice Project	57.14%	12
Spokane Housing Authority	33.33%	7
Other (please specify)	9.52%	2
	Answered	21
	Skipped	0

Other (please specify)
I would imagine all of them, but your better off to rise above and find a deal you can close.
all of the above

Q25. What are you most concerned about with respect to fair housing opportunity in Spokane? Check your top 5 concerns.		
Answer Choices	Responses	
Rental affordability – cost of rental and impact on protected classes	57.1%	12
Housing purchase affordability – cost of home purchase and impact on protected classes	47.6%	10
Rental unit availability – quantity available for rent and impact on protected classes	76.2%	16
Availability of homes for sale – quantity available for sale and impact on protected classes	33.3%	7
Public transportation – frequency or connections between housing and employment / education opportunities	9.5%	2

Income		
i dont		
U either have the money or you don't. We need education!		
Speculation isn't data		
Housing unaffordability is intrinsically discriminatory, as well.		
Idk		
I do not believe that a qualified person would be discriminated against.		
Banks dont give loans to people that don't have good credit or work history.		
Not sure, but definitely none of the above		
Does not		
It does not happen		
N/A		
Lack of understanding of a variety of loan options - filling out paperwork correctly		
misunderstanding		
bias is exceedingly rare in mortgage lending		
Q24. Which agency(cies) could you contact to file a fair housing complaint?		
Answer Choices	Responses	
Washington State Attorney General	44.2%	92
Northwest Fair Housing Alliance	68.3%	142
U.S. Dept. of Housing and Urban Development	42.8%	89
Washington State Human Rights Commission	47.1%	98
Northwest Justice Project	40.9%	85
Spokane Housing Authority	53.4%	111
Other (please specify)	8.2%	17
	Answered	208
	Skipped	5

Other (please specify)
Not sure
i don't know
unsure
I believe there is too much support to file to achieve undue rewards.
Don't know
Tenants Union
The system is working as it was intended. No one cares so we just keep living.
whichever governing body would advocate for the owner
Na
Disabilities rights Washington
Your list has plenty
I was made homeless via false allegations. I was homeless for ten months with three children, despite owning a home. No one could help me. I now known 98% of women in shelters are there because of DV. Why is this not a discussion in housing finding? Reform family court now. Family court can take a woman and children out of their home, with no recourse.

Kalispiel Tribe Victim Assistance Services
don't know
All
? Non, they would all give you some other number to call
all of the above, duh

Q25. What are you most concerned about with respect to fair housing and access to housing opportunities in Spokane? Check your top concerns.		
Answer Choices	Responses	
Rental affordability – cost of rental and impact on protected classes	80.5%	169
Housing purchase affordability – cost of home purchase and impact on protected classes	69.1%	145
Rental unit availability – quantity available for rent and impact on protected classes	54.8%	115
Availability of homes for sale – quantity available for sale and impact on protected classes	33.3%	70
Public transportation – frequency or connections between housing and employment / education opportunities	30.0%	63

Responses	
105	45.9%
156	68.1%
100	43.7%
108	47.2%
97	42.4%
118	51.5%
19	8.3%
229	100.0%
5	

Accessibility of rental properties for individuals with disabilities	33.3%	7	Accessibility of rental properties for individuals with disabilities	41.0%	86	93	40.3%
Habitability (quality/condition) of rental properties and impact on protected classes	38.1%	8	Habitability (quality/condition) of rental properties and impact on protected classes	54.3%	114	122	52.8%
Representation of people of different protected classes on City Boards and Commissions	4.8%	1	Representation of people of different protected classes on City Boards and Commissions	34.3%	72	73	31.6%
Zoning and siting of housing that impacts protected classes	9.5%	2	Zoning and siting of housing and impact on protected classes	29.5%	62	64	27.7%
Ability to provide input on decisions and policies affecting funding, siting, zoning and development of housing and housing services that impact protected classes	19.1%	4	Ability to provide input on decisions and policies affecting funding, siting, zoning and development of housing and housing services that impact protected classes	30.5%	64	68	29.4%
Use of criminal records for rental applicants and impact on protected classes	28.6%	6	Use of criminal records for rental applicants and impact on protected classes	37.6%	79	85	36.8%
Technology requirements to access housing – searching, submitting applications, screening, paying rent, etc.	9.52%	2	Technology requirements to access housing – searching, submitting applications, screening, paying rent, etc. and impact on protected classes	27.6%	58	60	26.0%
Acceptance of vouchers, subsidies, or alternative sources of income by housing providers	38.1%	8	Acceptance of vouchers, subsidies, or alternative sources of income by housing providers	43.3%	91	99	42.9%
Discrimination in mortgage lending because of protected class	0.0%	0	Acceptance of rental assistance by housing providers	38.6%	81	81	35.1%
Discrimination in home sales because of protected class	0.0%	0	Discrimination in mortgage lending because of protected class	23.3%	49	49	21.2%
Discrimination in rental housing because of protected class	14.3%	3	Discrimination in home sales because of protected class	22.4%	47	47	20.3%
Steering of home buyers to neighborhoods by real estate agents because of protected class	0.0%	0	Discrimination in rental housing because of protected class	32.4%	68	71	30.7%
Steering of tenants to housing complexes by property managers because of protected class	9.5%	2	Steering of home buyers to neighborhoods by real estate agents based on protected class	21.0%	44	44	19.0%
			Steering of tenants to housing complexes by property managers based on protected class	23.3%	49	51	22.1%
			Discriminatory advertising of housing rentals, sales, or mortgage lending because of protected class	15.7%	33	33	14.3%
			Discrimination in housing counseling because of protected class	13.3%	28	28	12.1%
			Failure to grant reasonable accommodations and modifications in housing for people with disabilities	35.2%	74	74	32.0%
Discrimination in appraisals because of protected class	4.8%	1	Discrimination in appraisals because of protected class	17.6%	37	38	16.5%
Discrimination in property or home owner insurance because of protected class	4.8%	1	Discrimination in homeowner or renter insurance because of protected class	14.3%	30	31	13.4%
Other (please specify)	23.8%	5	Other (please specify)	11.0%	23	28	12.1%
	Answered	21		Answered	210	231	100.0%
	Skipped	0		Skipped	3	3	
Other (please specify)			Other (please specify)				
Get off the protected classes already. I serve many of your protected classes. They do not need more laws and programs. They need you to quit adding more and more laws and regulations that make housing unaffordable or obtainable for anybody but the rich.			Compliance with MFTE Affordability Requirements and impact on protected class				
1) Proliferation of laws and policies, by well-meaning but economically ignorant renter advocates and legislators, meant to protect renters but in fact reduce availability of housing and raise the cost of housing.			Zoning changes that reduce the value of homes, lack of police response to home crimes, lack of concern by government and agencies for taxpayers who fund government				
Interest rates are too high for people to afford prices, that are driven up by false county values.			The elderly are being priced out of owning/living in their long term homes to subsidize those that destroy property!				
Discrimination include income, criminal history, and landlords discriminating against vouchers			Government regulations adding to the cost burden of construction and renting, adding to affordability issues that housing is treated as a commodity and not a human right				
bias in housing is so exceedingly rare as to be non-existent			Use of racist structures like personal credit scores.				
			Prices. Nothing else				
			Excessive process, fees, legal requirements, etc. for landlords. More protected classes that have nothing to do with responsibly renting a home and more about hampering a landlords ability to find qualified tenants who demonstrate a high probability of paying rent on time and taking care of the property.				
			squatters should not have rights				

There are housing issues mainly caused by supply and demand issues. Also, new house construction regulations that increase the cost to build a home is counter to affordability. Your choices all deal with protected classes which is likely less than 1% of the issues with house people. Fix affordability which is the real issue with housing.

Recent trend of landlords not being able to deny "emotional support animals" and not being able to require pet damage deposits. It means I must assume damage and raise my rents to cover

There is no affordable housing, for anyone!

Radical city council and mayor

Not enough inventory

The increased tax rate in Spokane is making housing unaffordable

My concern would be for everyone, not just protected classes.

Lack of social housing

I don't know what PROTECTED CLASSES ARE) My concern is landlords raising prices on rent to unaffordable amounts without limits to inflation or other standards. Multiply the rate by number of units and you see the greed!! Subsidies should not try to keep up with greedy landlords either.

I am most worried about all this focus on discrimination is forcing prices up

Domestic violence causes 85% of homelessness among women.

Several landlords refuse payments from agencies paying deposits or first month rent. They know they are required to accept Section 8 vouchers, but they don't think the law protects source of income for move-in costs. If the agency pays via "promisory note" or "intent to pay letter" for a check to be mailed after lease signing, they will say payment was not received and block the person from signing the lease. Several of our clients had units approved but rented out from under them because landlord didn't think the promisory note counted as payment. Landlords used to accept these more readily. We think they are doing it on purpose as a way to avoid renting to homeless or disabled people who need rental assistance programs. Some of our clients were so desperate to get keys, they borrowed large sums of money from friends or family instead of waiting for the agency to address the problem with landlord. Landlord knew we were arranging payments but they chose to put high pressure on the applicant instead of calling us about the problem. Then they claimed they did nothing wrong because "client came up with the payment". They did, but it wasn't fair since they are on limited income with financial assistance available.

No being able to adapt our own homes to provide housing

I am most concerned that ALL of these options assume prejudicial bias in housing in Spokane, when the reality is bias in renting, owning, and financing housing is exceedingly rare almost to the point of non-existence

Q26. Who is in need of increased fair housing education?

Answer Choices	Responses	
Tenants	60.00%	12
Landlords	75.00%	15
Property managers	70.00%	14
Real estate brokers	45.00%	9
Mortgage lenders, originators, and brokers	45.00%	9
Healthcare providers	25.00%	5
Social service providers	45.00%	9
Homebuyers	35.00%	7
Other (please specify)	20.00%	4
	Answered	20
	Skipped	1

Other (please specify)

The person who wrote this survey, and anybody that approved it

No sure at this point. I have attended multiple fair housing conferences and trainings over multiple years and would advocate for others to do the same. We are inundated with requirements for fair housing and DEI policies that at this point are doing more harm than good for society.

Nobody

bias in housing is so exceedingly rare as to be non-existent

Q26. Who is in need of increased fair housing education?

Answer Choices	Responses	
Tenants	77.9%	162
Landlords	81.3%	169
Property managers	74.5%	155
Real estate brokers	51.4%	107
Mortgage lenders, originators, and brokers	51.9%	108
Healthcare providers	30.3%	63
Social service providers	47.1%	98
Homebuyers	51.4%	107
Other (please specify)	11.5%	24
	Answered	208
	Skipped	5

Other (please specify)

All

Everyone needs to learn about what is going on here

Politicians

Justice system

The General Public

Everyone and also, housing needs to be decommmodified and our general outlook on humanity has to shift away from capitalism for any change to really happen.

everyone

the governing people need to look at this issue from the side of the building owner

government entities

not sure

People who are discriminating and being discriminated against. There isn't a group to single out.

Responses	
174	76.3%
184	80.7%
169	74.1%
116	50.9%
117	51.3%
68	29.8%
107	46.9%
114	50.0%
28	12.3%
228	100.0%
6	

Q30. What fair housing topics would you like more training about?

Answer Choices	Responses	
Assistance animals	23.8%	5
Reasonable accommodations	38.1%	8
Reasonable modifications	33.3%	7
Source of income discrimination	28.6%	6
Use of criminal history records in screening applicants	42.9%	9
Design and construction requirements	28.6%	6
Fair housing basics	38.1%	8
Immigration, citizenship, and national origin protected class issues	38.1%	8
Sexual orientation and gender identity protected class issues	23.8%	5
Disability protected class issues	38.1%	8
Familial status protected class issues	19.1%	4
Fair lending	9.5%	2
Fair housing for real estate brokers	9.5%	2
Race and color protected class issues	14.3%	3
Sex harassment and domestic violence protected class issues	19.1%	4
Other (please specify)	14.3%	3
	Answered	21
	Skipped	0

Other (please specify)
 How about job training, how to secure better paying jobs, financial education, Investing, striving for excellence. Teach people how to achieve that American Dream, not wait for it to be handed to them.
 We need more training on all of the above due to the fact they are continually moving targets and landlords need to know how fair housing advocates and hustlers are going to be trying to attack them. The ones I marked specifically are generally the most detailed and cause problems for landlords I know.

bias in housing is so exceedingly rare as to be non-existent

Q27. What is the most effective way to provide fair housing information to housing providers in Spokane?

Answer Choices	Responses	
Television public service announcements	4.8%	1
Radio public service announcements	0.0%	0
Newspaper public service announcements	4.8%	1
Brochures	14.3%	3
Information tables at community events	33.3%	7
In-person training	71.4%	15
Live webinars	52.4%	11
Online pre-recorded training	52.4%	11
Other (please specify)	9.5%	2

- Legislators
- Maybe Tenants and Homebuyers.
- City council
- Young adult first time renters and homebuyers
- Nobody
- All
- I've not come across any "group" that seems uneducated.
- Specifically independent landlords, people with a second home as surplus income
- Nobody
- The legislature and superior court.
- Sellers
- All
- apparently the creator of this survey, who obviously is biased with the preconception that bias in housing exists

Q27. What is the most effective way to provide fair housing information to tenants and homebuyers in Spokane?

Answer Choices	Responses	
Television public service announcements	37.1%	76
Radio public service announcements	26.8%	55
Newspaper public service announcements	18.1%	37
Brochures	27.3%	56
Information tables at community events	40.0%	82
In-person training	48.8%	100
Live webinars	34.2%	70
Online pre-recorded training	42.0%	86
Provide training for those who work with tenants and homebuyers (tenant advocates, housing counselors, social service providers, healthcare providers, and tenant attorneys)	68.8%	141
Other (please specify)	8.3%	17

Answered	21
Skipped	0

Other (please specify)

I just do not agree you are promoting fair housing as much as you are trying to create victims.
bias in housing is so exceedingly rare as to be non-existent

Q28. What languages are most needed for fair housing education materials in Spokane?

Answer Choices	Responses
Spanish	52.6% 10
Ukrainian	52.6% 10
Russian	57.9% 11
Chinese	5.3% 1
Arabic	15.8% 3
Nepali	0.0% 0
Japanese	5.3% 1
Korean	0.0% 0
French	0.0% 0
Vietnamese	5.3% 1
Marshallese	42.1% 8
Laotian	0.0% 0
Hindi	5.3% 1
Swahili	5.3% 1
Farsi	10.5% 2
Pashto	0.0% 0
Dari	0.0% 0
Tagalog	5.3% 1
Sign Languages	21.1% 4
Other (please specify)	21.1% 4
	Answered 19
	Skipped 2

Other (please specify)

English 2
English, if you want to achieve the American dream then learn the language. Why would you expect your hosts to cater to you like that?????

all official documents should be in English. Other non-governmental-organizations are free to provide translations as they find necessary

Answered	205
Skipped	8

Other (please specify)

Include it with as an addendum with leases and with homebuyers paperwork.
Everyone needs to take this survey to see how bad things have become

Email
Text
News media

it would be amazing if multi-unit complexes actually created a sense of community so that there'd be relationships and safety within your complex and that there could be communal events and information could be shared.

website information
I don't know
Google

Require annual Continuing Education courses for realtors, brokers, bank managers, and housing unit managers and owners

I don't know if any of these work
None of this matters without enforcement and laws that protect vulnerable members of the population.

landlords should be notified directly as a condition of being a landlord in Washington state or city of spokane.
education around accountability, people know who are being discriminatory in their practices and just avoid placing people there or cross their fingers that the appraiser isn't "that guy", there needs to be education on accountability and a

All of the ABOVE
All

unsure, but I can 100% guarantee the person/organization that made this survey is so biased they should be nowhere near any method of providing information on these subjects

Q28. What languages are most needed for fair housing education materials in Spokane?

Answer Choices	Responses
Spanish	79.0% 158
Ukrainian	65.0% 130
Russian	58.0% 116
Chinese	17.5% 35
Arabic	29.5% 59
Nepali	8.5% 17
Japanese	9.5% 19
Korean	12.5% 25
French	8.5% 17
Vietnamese	21.0% 42
Marshallese	52.0% 104
Laotian	12.0% 24
Hindi	10.5% 21
Swahili	16.5% 33
Farsi	20.5% 41
Poshto	12.0% 24
Dari	13.0% 26
Tagalog	13.0% 26
Sign Languages	36.5% 73
Other (please specify)	20.5% 41
	Answered 200
	Skipped 13

Other (please specify)

English 13
Karen, Pashto

As many of the listed languages and any other languages needed.

all 2

How would I know?
Spanish

English, it's the USA
probably all of the above and more, because everyone who speaks a different language should have a right to this information

Responses	
168	76.7%
140	63.9%
127	58.0%
36	16.4%
62	28.3%
17	7.8%
20	9.1%
25	11.4%
17	7.8%
43	19.6%
112	51.1%
24	11.0%
22	10.0%
34	15.5%
43	19.6%
24	11.0%
26	11.9%
27	12.3%
77	35.2%
45	20.5%
219	100.0%
15	

all languages		
I'm not sure. Likely all of them.		
none		
unsure		
I don't know		4
I'm not sure		
As many as possible		
What an idiotic question.		
English....this is America!		
this is unknown to me, you might ask refugee non-profits what is needed / partner with those organizations to assist in fair housing assistance		
Native American		
As many languages as possible		
Chukkese, Farci, South American Spanish		
English, because anyone that immigrates here needbto learn the language. Just as all other countries expect		
All of the above, English Spanish Russian		
all of the above, if we make it the most accessible then you have the best chance of meeting the needs of the community		
there should be no need for printing official documents in anything other than English. If other organizations want to provide translations and assistance, that is right and proper for them to do so		
Q29. What is most needed to improve equal access to housing opportunities in Spokane?		
Answer Choices	Responses	
Fair housing training	50.0%	10
Fair housing testing and investigation	40.0%	8
Fair housing public service announcements	40.0%	8
Fair housing enforcement by govt. administrative	45.0%	9
Fair housing enforcement in the courts	35.0%	7
	20.0%	4
	Answered	20
Other (please specify)	Skipped	1
	Answered	19
	Skipped	1
Other (please specify)		
law enforcement		
Stop implementing laws and policies that chase small SFR landlords out of the market. 90+% of SFR rentals are sold to owner-occupants. This reduces affordability, availability and exacerbates whatever few problems we have with fair housing. More competition among landlords will reduce any fair housing issues to a negligible level.		
Nothing		
bias in housing is so exceedingly rare as to be non-existent		

all languages	
I'm not sure. Likely all of them.	
none	
unsure	
I don't know	4
I'm not sure	
As many as possible	
What an idiotic question.	
English....this is America!	
this is unknown to me, you might ask refugee non-profits what is needed / partner with those organizations to assist in fair housing assistance	
Native American	
As many languages as possible	
Chukkese, Farci, South American Spanish	
English, because anyone that immigrates here needbto learn the language. Just as all other countries expect	
All of the above, English Spanish Russian	
all of the above, if we make it the most accessible then you have the best chance of meeting the needs of the community	
there should be no need for printing official documents in anything other than English. If other organizations want to provide translations and assistance, that is right and proper for them to do so	
Q29. What is most needed to eliminate barriers to fair housing and improve access to equal housing opportunities in Spokane?	
Answer Choices	Responses
Fair housing training	53.7% 109
Fair housing testing and investigation	50.7% 103
Fair housing public service announcements	23.7% 48
Fair housing enforcement by govt. administrative agencies	59.6% 121
Fair housing enforcement in the courts	49.8% 101
Adopt or amend laws related to housing	44.8% 91
Changes to government policies, practices, or programs	54.2% 110
Other (please specify)	13.3% 27
	Answered 203
	Skipped 10
Other (please specify)	
It does not occur	
Accountability on every bodies part	
S	
Help others besides just low income	
Public school education on fair housing	
Reducing the added costs of government bureaucracy	
Force the housing market/property owners to join the 21st century. Require landlords to possess a business license, pass a quality assurance test, as well as pay a luxury tax for property that is listed above the local FMR.	
Remove barriers to the justice involved with the exception of SO 2/3. It's a wonder Spokane has homeless issues and drugs on the streets. The laws cause this as well as the government	
overhaul on what it means to be human and inhabit this planet and be a part of this planet, not conquer it and its inhabitants for the sake of capitalism. decolonize our world	
I fear that fair housing initiatives may take rights away from landlords, who also deserve to be protected from destructive and disrespectful (even dangerous/threatening/unsafe) tenants.	
Nothing further needed.	
Stop building apartments and make houses more affordable.	
Financial literacy/education in public schools	
Job creation through more job friendly legislation	
Stop making everything harder.	
an accessible reporting system that creates accountability on a local level	
More housing in Spokane.	
social/public housing	

Responses	
119	53.6%
111	50.0%
56	25.2%
130	58.6%
108	48.6%
95	42.8%
130	58.6%
28	12.6%
222	100.0%
11	

Control raises in rent by corporate owners.
 For people to realize the agendas behind the falsity of supposed barriers
 Why did bill 5858 not pass? How can superior court take women and children out of their homes, and provide no solutions except taxpayer dollars.
 Agencies being able to pay by credit card or check immediately without waiting on a payment to be processed later would bypass landlord's concerns about waiting on payment. They claim to "not trust agencies" to honor payment. A centralized funding system for all rental assistance to be distributed by an entity that guarantees payment, instead of making individual housing specialists responsible for handling payments that landlords don't trust. And speeding up the time it takes for an agency to pay. Instead of mailing a check in 1-2 months, they should guarantee payment within 5-10 business days. This would help us out a lot.
 all of the above
 more housing availability
 more housing
 Law - You can only own a house if you live in it. I have heard that is a real law in Scandinavia. Housing for all!
 bias in housing is so exceedingly rare as to be essentially nonexistent

Q31. Are you aware of any housing policies or practices in Spokane that are barriers fair housing and equal access to housing opportunities?

Answer Choices	Responses	
Yes	16.7%	3
No	83.3%	15
If yes, please explain		5
	Answered	18
	Skipped	3

If yes, please explain
 Lack of rent control
 Requiring 3 months rent plus \$50 to \$75 credit report is a financial burden many find impossible to gather, especially when deposits are not returned by the previous landlord.
 Yes, laws and policies that make WA state, and the City of Spokane in particular, places landlords are divesting of their real estate holdings and/or causing them to seek housing investments elsewhere. Landlord competition cures many ills.
 Lack of required education for landlords and a sense of impunity when it comes to treating tenants poorly, unfairly or in a discriminatory manner
 bias in housing is so exceedingly rare as to be non-existent

Control raises in rent by corporate owners.
 For people to realize the agendas behind the falsity of supposed barriers
 Why did bill 5858 not pass? How can superior court take women and children out of their homes, and provide no solutions except taxpayer dollars.
 Agencies being able to pay by credit card or check immediately without waiting on a payment to be processed later would bypass landlord's concerns about waiting on payment. They claim to "not trust agencies" to honor payment. A centralized funding system for all rental assistance to be distributed by an entity that guarantees payment, instead of making individual housing specialists responsible for handling payments that landlords don't trust. And speeding up the time it takes for an agency to pay. Instead of mailing a check in 1-2 months, they should guarantee payment within 5-10 business days. This would help us out a lot.
 all of the above
 more housing availability
 more housing
 Law - You can only own a house if you live in it. I have heard that is a real law in Scandinavia. Housing for all!
 bias in housing is so exceedingly rare as to be essentially nonexistent

Q30. Are you aware of any housing practices in Spokane that are barriers to fair housing and equal opportunity access to housing?

Answer Choices	Responses	
Yes	44.4%	88
No	56.6%	112
If yes, please explain		85
	Answered	198
	Skipped	15

If yes, please explain
 You can do research.
 Catholic charities has said they have a tenant screening policy that they do not disclose which has led to several denials of those in protected classes. This is a common problem.
 The lack of a rent cap here, as well as the lack of laws preventing large corporations from buying up houses for sale and turning them into high-priced rentals, is a huge problem.
 Landlord rent hikes, monopolizing of rentals, cash buy-out of homes on the market by brokers or corporations
 I am renting a house to a family receiving aid from the SHA and they are the worst people I have ever had to deal with. Deliberate ignorance of how utilities are billed in Spokane, deliberately misunderstanding simple English, and deliberately NOT explaining what is needed for their unknowable rules.
 HOA Covenants
 No limit on the amount and frequency of rental increases. Rental units with inhabitable conditions such as mold and malfunctioning appliances.
 My family has had experiences with Rockwood Property Management as tenants which to the best of my knowledge did not comply with Fair Housing practices and regulations.
 Accepting application fees and declining an application d/t negative hx that was fully disclosed prior to application.
 online only applications
 Landlords not accepting vouchers
 Access to get loan when working and no credit
 Housing costs are exorbitantly expensive due to people buying homes to make money off of and not live in. Wages haven't kept up with housing costs. By definition housing cannot be fair under those conditions
 The homeless and unemployed are given special treatment over the working poor.
 Middle class workers can't afford to buy house and barely afford rent. Yet you keep making housing for only low income.
 Too many units are owned by investors. They can squeeze out individuals at every level of the market. Put a limit on how
 Discrimination from landlords, mortgage brokers, and realtors
 Lack of vouchers
 Accessible units for those that live with disabilities. Affordable housing for the aging population.

Responses	
91	42.1%
127	58.8%
90	41.7%
216	100.0%
18	

we allow for shadow inventory, which creates a manufactured shortage. WE allow landlords to not maintain a business, Linces. WE have no way to assure quality of our housing. We allow untrained people to evaluate income, criminal history, and eligibility. We don't cap what a landlord can charge and allow property owners to utilize laws and regulations that do nothing but cover up possible discrimination. We let anyone who happens to own a home the right operates without any testing, licensing, or training. Plus, we allow Landlords the option to request large amounts of money upfront to even apply for housing. I don't see how requesting double security, or require 3x the income to rent is not income discrimination?

Parking issues in and around housing complexes

Criminal background checks

Income

Lack of stabilized rents

Sometimes rental history is a barrier to trans people getting housing because we are unable to prove our housing due to receiving legal name changes, or simply being denied consistently and having to couch surf/live somewhere without a lease/landlord, and this makes us ineligible for housing according to many property management companies.

all the -isms that realtors, developers, landlords etc have implicit and/or explicit bias toward. we are all brainwashed in this capitalist system

No tenant protections beyond the state RLTA in the city of Spokane or Spokane County. Low pay for rental housing residential managers and nonprofit housing service providers. Landlords are disproportionately white while renters are disproportionately Black and Brown. Imbalance of power between landlords and tenants.

The whole system is broken

Neglected home maintenance.

Too many landlords refuse rental assistance.

Criminal history is a HUGE barrier for lots of people. People who want to get out of jail and change their lives. They can't because they can't find housing. Ban the box and stop asking people about their past mistakes. Stop making them relive their trauma. However when doing this find ways to keep housing affordable. It's not affordable now but don't let it double because then they can't afford it even if they can get it. Also making apartment complexes required to take section 8 would help things be a little more equal.

Greenstone and developers a like. Real estate agents and property management companies owned and operated by the above.

Landlords frequently hold one time for people to view the property and gather background applications and checks from everyone at that showing. No one gets their money returned and one applicant is chosen.

Once vouchers increase in price, the average rent amounts also increase. There was a short amount of time with the Emergency Housing Vouchers (EHV's) where it was easy enough to find an apartment with a voucher but unfortunately rent is increasing too rapidly. Part of the issue of access to housing is how exceedingly difficult it is to obtain a Housing Voucher due to SHA being so far behind year round. Someone may have their voucher but then payments aren't being made by SHA in a reasonable amount of time. Let alone the inspection times which used to only be about a week but have since increased. The voucher renewal process usually results in "lost paperwork" and extreme delays jeopardizing people maintaining their housing. It is astonishing how SHA remains unchecked so often when it comes to providing timely service to the community. I have seen many people lose housing opportunities and current housing due to their poor organization, paperwork, and processes. All of the above reasons cause landlords to not want to accept vouchers. Much of the time, they will say people are denied for credit even though they had already passed once they find out a voucher is involved. This is both due to SHA's poor practices and a bias landlords have towards voucher holders.

Not firsthand knowledge but have seen how difficult it is for people to find affordable housing for low income or section 8

I'm not informed to answer, except that prices are very high

I know certain apartments create loopholes to deny section 8 vouchers among many other tricks to discourage protected

We don't have enough low income housing

Lack of qualified low income or affordable housing. Also, income rates that approve vouchers. But that doesn't matter until we can get more available housing units. Gap services like SNAP provides. More of those.

12

Landlords raising the cost of rent outside of what a tenant with disabilities can afford. Landlords and or Maintenance workers not fixing broken items in the home the CLT with disabilities live. These individuals struggle to advocate for themselves at times and end up living with the broken items or housing condition as a result.

There are always issues with accessibility issues, and other barriers because we simply do not have sufficient housing to overcome the ability to use barriers when there are more people that units available.

<p>As a property manager, I am denying more people because I cannot qualify them with a credit score and having enough income to support them in the home. It takes months to get a bad tenant out so we no longer can accept those that are marginal. Making the rules harder for the owners and managers is having the opposite affect on housing the lower income classes. Where I used to take a chance, I no longer will. Its better to keep a house vacate them put in someone that wont pay and will destroy the property.</p>
<p>Issues with Zoning for single family structures, acreage limits, and lack of preservation of critical farmland and wetlands</p>
<p>No cap on rent amount increase. Discrimination is normal here no oversight .No Native American advocates to sit on community board meetings or have a voice for concerns. Spokane has a signifigant Native American population.</p>
<p>I have been renting a house to a poor immigrant family for several years. I rent it for the cost of the mortgage, taxes and insurance, no profit, at about half market value. (3 bedroom, 2 bath home \$975 a month) At the time I first rented to them, they were on a waiting list for section 8 housing and had been told to expect 1 more years wait. I was very willing to be certified to be a section 8 landlord. But in all these years they have heard nothing and I have not been able to get information as to their status. I try to help people but I myself live on social security. I can no longer afford to keep this house so am having to evict them in order to sell it. The new owners, if they rent it out, will certainly charge close to double or more what I have been asking. So a family of 8 people is desperately looking for a new cheap rental or will soon become homeless.</p>
<p>Not enough rental units at affordable prices.</p>
<p>City council meddling</p>
<p>All are based on income and credit.</p>
<p>I can't speak to it in detail, but I've heard and read that zoning/regulations have limited higher density and affordable income.</p>
<p>The process to get a building permit, etc. for new construction or remodeling to allow for additional units is ridiculous and expensive. The zoning was changed to allow for ADU's but the simplest one for just the fees to apply is expensive, not to mention to application forms are difficult to complete when you don't have a person who knows how to draw, the professionals who do it are expensive. The desire for the ADU's are noble, the process is cost prohibitive.</p>
<p>costly application fees causes low income individuals to not afford application process for affordable housing</p>
<p>A refusal to accept rental assistance by landlord and a lack of enforcement from the Courts.</p>
<p>Lack of accountability with quality of residences due to lack of ombudsman(s), redlining and it's generational effects, no rent-cap</p>
<p>The utility shared cost that is never the same it is split between households. It changes every month and the companies are hiring a third party to do the billing and figure out the costs.</p>
<p>Mobile home parks rcw 59.18 is if you rent the Mobile home from landlord, RCW 59.20 is if you own the Mobile home and rent the lot space. Mobile home parks are allowing rv's, campers and people living in storage sheds propped up on bricks with no inspections for water, septic, skirting, and no zoning changes from mobile homes to anything goes. North Vista Mobile Court north of Deer Park is a perfect example. Homeowners properties lose value when the owners will allow everything other than Mobile homes. The building dept does not care and won't come out to look.</p>
<p>The use of background checks that have no nexus in protecting/preserving housing creates a disparate impact on protected classes. For instance, misdemeanors should not limit someone from housing, and unhoused individuals are disproportionately impacted with misdemeanors for trespassing/panhandling, etc. We also know that the BIPOC population is overrepresented in homelessness, so it's a double whammy for those individuals.</p>
<p>The rules for housing that bar anyone with a manufacturing of drugs charge or intent to sell charge from gaining housing. Many of those experiencing homelessness have these charges along with sex registry. While I understand the sex registry is a bit more difficult, the drug charges should not ban someone if they are years in the past. Also, previous evictions are also a major barrier to moving people out of houselessness to housing.</p>
<p>Landlords refusing to accept rental assistance for tenants</p>
<p>Rising rent amounts, failed HQS inspections where landlords do not make needed repairs, administrative fees, denying tenancy due to low credit score/no credit.</p>
<p>Extreme shortage of vouchers. Denial of housing vouchers by landlords. Lack of housing types. Lack of units below market rate and at market rate. Wages not high enough.</p>
<p>Some agencies tack on extra charges when you move out of a unit and never tell you. before you know it you have all these charges in collections without ever knowing what they are for or where they originated.</p>
<p>Unlimited Increases in rent.</p>

Not specifically.
landlords refusing rental assistance
Overuse of single-family zoning, lack of funding for renters and homeowners, lack of enforcement
Pets, voucher, sources of income, criminal history
Low credit reports, previous evictions, history of imprisonment are barriers to safe, well-maintained housing
As stated in previous answers. Priority Spokane has some great statistics. Spokane has a drug use problem. It was rated by the community as second to the DV problem. It IS a gendered issue, and while men can be victims; it is most often women and children- mothers- who are exploited.
Landlords saying they will not accept promisory notes from housing service agencies. We have clients with deposit assistance who are not allowed to use it by certain landlords. They claim it is not income discrimination. They claim the applicant is welcome to go to the bank to get cash from whatever source of income they have. The problem is that most people on SSI or SSD don't have any savings, let alone \$2000-3000 savings for full month rent and deposit. We point out they qualified for rental assistance due to having a qualifying disability for the rental assistance program. Some landlords back down and accept payment when we write a formal accommodation request letter, but others have said "it is discrimination to treat the disabled person differently from other people that pay with cash." They claim it is not discrimination because some disabled people really are able to go to the bank to get the money. They think someone in a rental assistance program should be in the same financial situation as a disabled person that has a job or trust fund. The landlord sees this as a legal opportunity to avoid low-income renters that may be homeless, mentally ill or disabled.
There are a number of social service providers who attempt at providing housing and have a number of barriers with landlords keeping their properties in tact and maintaining safety practices, choosing not provide affordable housing due to concerns and stigma in the population. From a home buyers perspective there realtors on a whole that need implicit bias and anti-racism training as a requirement to their licensure, as well as appraisers who are known in the community for under-appraising properties that they know are owned by same sex couples.
Landlords refusing to rent to women or people with children due to criminal history of current renters.
Excessive application fees
It's a lot of developers outbidding families and flipping houses to be extravagant rentals along with never-ending rental hikes and a seller's market that just keeps going up. We have a practice of just allowing people with money to do whatever they want at the expense of people with less. And that creates desperation so if someone finds a place they can kind of afford, they jump on it even though they may no longer be able to afford it in 6-12 months.
Yes landlords often will utilize a background check as well as a credit check to determine whether or not to rent a unit to an individual. Also, landlords will charge an administrative fee that is non-refundable as well as ask a prospective tenant for a larger deposit or ask for first month and last month's rent up front.
Red lining - south Hill
Many landlords work with online systems to apply and screen tenants, many who are elderly, disabled, or homeless cannot access these systems. If they do access and apply, once moved in they struggle to pay through the online portals and run risks of getting late fee's due to inability to use technology. Also - these programs seem to also charge additional "fees". Landlords are asking upwards of \$3000 or more for move in costs plus nonrefundable \$200+ fee's. This is incredibly burdensome to someone who is homeless and trying to survive on limited income. Even if they get a housing voucher, this does not assist with move in costs of deposit, first months, and last month's rent, plus fee's. I have also noticed that as SHA raises their budgets for the voucher, landlords raise their rents to above the budget, even if the unit is not "worth" that much. I feel this is to intentionally dodge Voucher Holder's leasing up their premises.
Housing availability
Lack of interpreting and translation services, lack of vouchers for immigrant and justice involved populations,
to many to mention
Landlords still regularly screen out potential tenants with housing vouchers, intentionally price units just outside of the voucher payment standard
-not having rental applications in other languages
The lack of enforcement in agencies and in the courts allows landlords to commit various acts of discrimination without much fear of consequences. Without advocates or a system of accountability for landlords, it's easier for them to get away with unfair housing practices, especially tenants. The development of the Office of Equity and Inclusion at the City was supposed to be part of helping with creating more systems of accountability, but they have been slow to get off the ground.
There are many barriers, application fees, first, last, deposit... lack of access to search for housing and of course affordability.

There are many empty houses and apartment complexes and the city should peruse the owners to rent them, and/or bring them up to code or sell them.		
bias in renting, selling, and financing is so exceedingly rare as to be nonexistent		
Q31. If you work for an organization on behalf of tenants or homebuyers, has your organization received housing discrimination complaints from your clients/constituents/members that occurred in Spokane?		
Answer Choices	Responses	
Yes	20.5%	35
No	74.9%	128
If yes, please explain	22.2%	38
	Answered	171
	Skipped	42
If yes, please explain		
Not accommodating to ADA laws		
See above		
NA (6)		
I am a caseworker and many of my clients experience unfair rental practices through leases that are unregulated by law		
Said they cannot get a hold of their LL, calls being ignored.		
i have clients that are illegally evicted daily.		
maintenance requests not being completed, black mold issues, landlords that won't take/make repayment plans, the way		
I		
I dont work for any of them		
Do not work for such an organization.		
Had multiple different scenarios. Most commonly the folks we're trying to help rent a place with a voucher hear that the place doesn't take Section 8 vouchers or will be discouraged from applying if they have a voucher because management/landlords tell them they won't be approved for the place when other folks don't have vouchers.		
Rental housing complaints by white neighbors to white property managers. Native American tenants who pay rent with tribal per capita payments. No language translation for Marshallese and other tenants whose first language is not English. Single mothers of children under the age of 18. Single mothers of disabled children.		
I work for the arc of spokane and get calls all the time about losing their housing for things that are not legal. Housing		
Most of my clients have landlords (slumlords) who treat their issues, whether it be a language barrier, SES, or disability as being inconsequential. Many property managers count on the tenants being uneducated and not understanding any leverage or rights they may have.		
Umm... there is no box for I don't work for these organizations. Didn't anyone proof read this survey?		
Not directly. I am on the Peer Spokane advisory board that works with a lot of homeless or mental heath clients.		
A CLT not being the correct age to be a tenant. Landlords not making updates to housing community and or apt and or apt building. Landlords not fixing the broken items or equipment in apts. or homes they are renting out, despite being notified of the need. Landlords taking advantage of the tenants vulnerability.		
landlords' discrimination due to sexual orientation		
income source discrimination		
homeless status		
Usually based on source of income - refusal to accept assistance by the landlord. OR a tenant's disability status and refused		
Discrimination based on race, lack of accessible/reasonable accommodation units, source of income such as SNAP, etc.		
We occasionally receive complaints, which are always taken seriously and investigated. None have been found to have merit, but we take every opportunity to educate staff and ensure our housing practices remain solid and legally compliant.		
I don't know.		
we have received complaints of discrimination based on: race, income source, and sexuality/gender/transgender		
clients are being denied housing due to not meeting landlord requirements..		
Age, income source, disability		
An explanation would compromise client confidentiality		
Landlords refusing deposit/first month rent payments from FCS TAP or other rental assistance programs for people with disabilities.		
does not apply		
I have received complaints of racism and homophobia from constituents which I cannot do much about in my job so I have to direct them to other resources.		
We hear from clients that we serve quite often that a landlord wants a double deposit because of the prospective tenants background.		

Q36. I believe I have witnessed illegal discrimination by someone in my industry against someone attempting to rent a dwelling unit, because of their protected class.

Answer Choices	Responses	
True	40.0%	8
False	60.0%	12
If true, please explain	30.0%	6
	Answered	20
	Skipped	1

If true, please explain
 A property manager telling tenants they would not take section-8
 Income discrimination (we don't work with vouchers etc), National Origin ("why can't they call me themselves"),
 "that's not really the kind of place we are" etc.

I have been discriminated against because I am on housing.

Cedar Springs apartment complex dilybertly dicriminated against clients.
 All the companies that use a third party applications to do there back ground checks the ones that use a California companies, they aren't up to date with Washington-Spokane laws.

I tried to help a friend find an apartment and he was openly told by landlords that they don't take vouchers.

bias in housing is so exceedingly rare as to be non-existent

Q37. I believe I have witnessed illegal discrimination by someone in my industry against someone during their tenancy (treated differently because of protected class, harassed because of protected class, etc.)

Answer Choices	Responses	
True	35.0%	7
False	65.0%	13
If true, please explain	30.0%	6
	Answered	20

I have specifically called on a private landlord's home to rent for a voucher holder and was told "I will not rent to anyone with a voucher." I reported this, but because my client (who was homeless and desperately seeking housing) didn't want to fight for the unit, there was nothing that could be done. Landlords are able to say these things and get away with it, especially private one's. Another landlord (not private, with a company) told a client of mine their application was denied for a 2 year old DUI. They had a good landlord review from their current property and had a voucher to subsidize the unit, they had always paid their rent on time, and had 0 lease violations. A DUI has nothing to do with housing and should not have been used as grounds for denial. I have also worked with landlords who weren't so "clear" with their denials, they just did not respond to requests and were generally difficult to work with, making the client move on to a more amenable landlord.

A client feels she is not getting treated the same as others based upon her race and color. She has not had the same help as others in regards to referrals, programs ect by Catholic Charities

are any complaints required to include a specific format and evidence submission? if a narrative without evidence is provided, how can you not assume the complaint is someone grinding a grudge?

Q32. I believe I have been illegally discriminated against while attempting to obtain rental housing in Spokane?

Answer Choices	Responses	
True	18.5%	36
False	82.1%	160
If true, you may provide additional details if you feel comfortable doing so	7.7%	15
	Answered	195
	Skipped	18

If true, you may provide additional details if you feel comfortable doing so
 I am not.

My partner and I were about to get approved to rent a house, but then we met the owners and they saw we are queer and transgender. They made up some excuse about us having bad rental history (but I have never had any problems with previous rentals and always left everything in immaculate condition).

I lost an apartment because I am white and I was told they wanted to give it to Hispanic instead because they struggle more, it's racial bias because landlord was Hispanic.

Disability

I was previously turned down for a rental property because the property owner refused to rent to unmarried couples on the basis of discriminatory religious beliefs he held.

My last name could be seen as a racial name and we applied to so many rental agencies and not one would even call us back.

Was denied rental due to my young age, veteran status, and income type

This is really an awkward survey. It doesn't allow you to correct an answer

My child has been

I attempted to look at housing for my grandchildren. Being a grandparent, they were happy to show the units. The second kids were mentioned, suddenly there were pending applications.

35 years ago
 Turned the case over to Human Rights and won

I had money coming in from the military and the landlord was grilling me on why I was getting that money. I walked away from that.

As a black man, I was searching for housing and found a unit that I wanted and applied for the unit. When my application was approved I was charged a larger security deposit than what was advertised for the unit that I had applied for.

Q33. I believe I have been illegally discriminated against while renting in Spokane (e.g., treated differently because of my protected class, harassed because of my protected class, etc.)

Answer Choices	Responses	
True	18.0%	35
False	82.1%	160
If true, you may provide additional details if you feel comfortable doing so	8.2%	16
	Answered	195

bias in housing is exceedingly rare, to the point of being non-existent

	Skipped	1
If true, please explain		
Witnessed a rep from large property manager company ins Spokane treat protected class awful all the time for seemingly no reason		
Complicated situations that arose due to a property owner and property manager not communicating about the tenants		
Many of my clients have reported that they felt like a landlord was issuing them notices or similar because of their race.		
Property management attempted to evict a person who was slightly behind rent during a mental health crisis. Other tenants in the building were significantly farther behind in rent and were not noticed. Management did not like the tenant's behaviors due to mental health crisis, although none were criminal or endangered the safety or security of the property.		
My former neighbors were treated poorly by our then-landlord due to disability. The landlord didn't give me a key for the front door. Instead of procuring me a key, the building manager told the downstairs neighbors not to lock the front door (this is a neighborhood where everyone wants their doors locked). My neighbor had memory issues and kept locking the door. When I came home late one night and had to call for an emergency unlock from maintenance, the building manager billed my neighbor for it because she'd forgotten to leave the door unlocked.		
bias in housing is so exceedingly rare as to be non-existent		

	Skipped	18
If true, you may provide additional details if you feel comfortable doing so		
I am not.		
As a woman my landlord had little respect for me and would not announce when he was coming to work on the unit ahead of time. Multiple times I thought someone was breaking in.		
Under one of our property managers, we went for several months without a refrigerator despite that being part of our rental agreement. We made multiple attempts to get this situation resolved, but as a queer person, you know that you can't push issues like "not having a place to store food" too hard without risking getting kicked out.		
Na		
Same as above.		
I'm not allowed to rent most of the new complexes because I'm middle class		
Disability		
Being a single Asian woman I have experienced sexual harassment by landlords.		
I was charged excessive cleaning fees and my deposit not returned by a management company in Spokane. As a landlord, I had to fire a management company for lying to and threatening my tenants. (Giving them 3 day notice for an eviction) I think the first was because I was a young single mother. The management company thought they could get away with bullying because I was female and my tenant was young and poor. He did need to be evicted but that management company regularly illegally bullied their clients, I learned. A big company in Spokane		
Turned the case over to Human Rights and won		
I had a hostile landlord who refused to fix anything and put off fixing things like our HVAC. I think it was because we were college students and "could handle it". I also detected some hostility whenever I mentioned my disability.		
I was told by a landlord that I was a scammer, when I left an abusive relationship I thought I was moving into a safe home with my children... Boy was I wrong. He and his wife acted as if they were helpful people when in turn, he was verbally abusive disrespectful. His wife just would talk to me and they own businesses in Spokane. What trauma		
Having special needs children created a problem with another tenant. The property manager didn't attempt to accommodate us by giving us a ground floor unit. We had to move to another property. The tenant downstairs was a nasty person. She only cared about herself and was apparently the favored, as she complained constantly.		
I had a landlord charge me extra so not being able to move out at the end of the month even though the building was being sold and remodeled. I also had to pay for new carpet even though the building was sold and being remodeled. I know it was being sold because that was why I was needing to move and I know it was being remodeled because they also had someone taking measurements outside my bathroom window without warning or notice and he scared the crap out of me. Again, I can't help but wonder if it was because I was the only single parent in the building or because I have mental health problems or both. But it certainly wasn't normal.		
In 2019 I had a one bedroom apartment that my 2 children stayed with my part time. We converted the 'dining room' into a bedroom since it had an egress window. My youngest was under 1 year old and my oldest was 5. I wanted to add an adult household member to the lease and was told I could not. This household member was necessary to help me cover bills and care for my children. When I pointed out the 2 heartbeats per room HUD rule, and that living rooms count as sleeping space, they claimed that my children were heartbeats and they denied my request to add a household member. They refused to even screen the member to be added.		
bias in housing is so exceedingly rare as to be non-existent		
Q34. I believe I have been illegally discriminated against and terminated from rental housing in Spokane because of my protected class.		
Answer Choices		Responses
True	7.9%	15
False	91.6%	175
If true, you may provide additional details if you feel comfortable doing so	2.6%	5

Q38. I believe I have witnessed illegal discrimination by someone in my industry against a person attempting to purchase a home in Spokane, based on their protected class.

Answer Choices	Responses	
True	5.0%	1
False	95.0%	19
If true, please explain	10.0%	2
	Answered	20
	Skipped	1

If true, please explain
 Accidentally picked and it will not allow me to unpick and is forcing me to respond
 bias in housing is so exceedingly rare as to be non-existent

Q39. I believe I have witnessed steering to a particular area of Spokane, neighborhood, or housing complex, by a person in my industry, because of protected class.

Answer Choices	Responses	
True	30.0%	6
False	70.0%	14
If true, please explain	25.0%	5
	Answered	20
	Skipped	1

If true, please explain
 Yes, but source of income and parts of town that are more affordable
 DOc will only let up open recovery homes in certain locations.
 Application process where my clients have been discriminated on income
 I have been steered towards "nicer" neighborhoods than I could afford by leasing agents and real estate agents and I think this was in part because of race. I'm certain the opposite happens too.
 bias in housing is so exceedingly rare as to be non-existent

	Answered	191
	Skipped	22

If true, you may provide additional details if you feel comfortable doing so
 NA
 Na
 Disability
 Turned the case over to Human Rights and won
 bias in housing is so exceedingly rare as to be non-existent

Answer Choices	Responses	
True	6.8%	13
False	92.6%	176
If true, please explain	5.8%	11
	Answered	190
	Skipped	23

If true, please explain
 I am not comfortable.
 We would love to be able to purchase a home, but the housing costs here are astronomical, even at our income level. Given that protected classes make considerably less than their white, straight, cis (especially male) counterparts, the lack of real action to make sure that safe, affordable places to live are available for all walks of life is absolutely discrimination against protected classes.
 Na (2)
 I offered more money but a Californian offered cash and \$50,000 less so they took the Californian's offer. This happened 7 times.
 but I was told about certain neighborhood demographics and not wanting to live in certain neighborhoods by my real-estate agent.
 Our credit score went down because of a glitch
 Source of income, self employed
 The listing agent tried to tank the purchase because we were not Russian. She lied to the seller, then called the appraiser and lied saying our financing fell through. She knew our lender had a deadline and she was trying to push it past it. We found out in time though so she failed, but definitely illegal discrimination.
 Who can purchase anymore? NOT ME
 bias in housing is so exceedingly rare as to be non-existent

Answer Choices	Responses	
True	13.8%	27
False	85.7%	168
If true, you may provide additional details if you feel comfortable doing so	6.1%	12
	Answered	196
	Skipped	17

If true, you may provide additional details if you feel comfortable doing so
 I am not comfortable
 when i was trying to purchase a home they only showed me dumpy houses on the west side and market street area.
 Na
 To sell my long term home to live in assisted living against my will.
 Very run down areas due to lack of income because of disability
 I had to demand to see certain homes and was told I would not like them or the area they are in.
 ive been steered to a certain area because of the choices i have made in my life & the result of those choices
 Happened to us by the owener
 Redlining is still occurring in Spokane, WA. As a white woman I can acknowledge that I grew up with more opportunity in some ways, less discrimination, and have been able to afford to live in an area of Spokane with less criminal activity and that I chose. There are others that are not able to do so due to the systematic barriers that are still in place.
 I'm a white woman and I live on the south hill
 Forced to live in mobile home can't afford rent and living on 1 income as single parent will not pay the mortgage

Q40. I have had difficulty obtaining, or have had to pay higher premiums, for property insurance in Spokane, because the occupants of dwelling units I manage, own or serve have disabilities, are unrelated, or have assistance animals or children.

Answer Choices	Responses	
True	19.1%	4
False	28.6%	6
N/A	52.4%	11
If true, please explain	9.5%	2
	Answered	21
	Skipped	0

If true, please explain
I have heard this being the case. Higher insurance premiums for landlords who accept higher barrier tenants

bias in housing is so exceedingly rare as to be non-existent

Q41. I have witnessed lending discrimination by someone in my industry because of a mortgage applicant's protected class (race, disability, sex, national origin, etc.)

Answer Choices	Responses	
True	10.00%	2
False	90.00%	18
If true, please explain	5.00%	1
	Answered	20
	Skipped	1

bias in housing is so exceedingly rare as to be non-existent

Q34. Have you ever received a reasonable accommodation or modification request from a person with a disability?

Answer Choices	Responses	
Yes	45.0%	9
No	40.0%	8
If yes, please describe	50.0%	10
	Answered	20
	Skipped	1

If yes, please describe
RA for section-8 housing subsidy to pay more for rent due to necessity of that housing location for the tenant

I am the president of the Tenant Union in the building. I have assisted in bringing requests from tenants to the attention of management.

N/a - but I have helped people request them

If one we could not help with is considered reasonable, WE have people ask to move in in wheel chairs. Our houses are not ADA compliant and include many stairs. We wold like to help but just cannot

Accommodations - Change of rental payment dates due to fixed-income payments; assistance animals; moving a parking space; moving tenant from upper floor to ground floor when availability arises. Modifications - Wheelchair ramps; removal of shrubs to make access easier; grab bars in showers and around toilets.

One was reasonable, but the other two were so far unreasonable I would have rather sold my rental than accomodate.

I helped clients write and submit these to there landlords, property managers

To remove doors for wheelchair accessibility. Installation of grab bars in bathrooms, baths, and showers

Assistance animal, live in aid, Unit Transfer

bias in housing is so exceedingly rare as to be non-existent

Q35. Has a fair housing complaint ever been filed against you or your company?

bias in housing is so exceedingly rare as to be non-existent

Q37. I have had difficulty obtaining homeowner's insurance in Spokane because of my protected class (race, national origin, disability, etc.)

Answer Choices	Responses	
True	2.1%	4
False	96.9%	185
If true, you may provide additional details if you feel comfortable doing so	2.6%	5
	Answered	191
	Skipped	22

If true, you may provide additional details if you feel comfortable doing so
NA (2)
Unable to obtain affordable home insurance.
Something needs to be done about the outrageous cost of INSURANCE. And TAXES!!
Who can afford to rent/own, buy food and pay utilities.
Age of mobile home or living in a fire area

bias in housing is so exceedingly rare as to be non-existent

Q38. I have been denied a home mortgage loan in Spokane because of my protected class (race, disability, sex, national origin, etc.)

Answer Choices	Responses	
True	5.6%	11
False	93.9%	183
If true, you may provide additional details if you feel comfortable doing so	3.6%	7
	Answered	195
	Skipped	18

If true, you may provide additional details if you feel comfortable doing so
I am not comfortable.
NA
They didn't say they wouldn't give me a loan because I am a woman, but I believe it.
But I insisted and wrote a letter
I haven't bothered to try because as a brown, single mother, it feels impossible.

Answer Choices	Responses	
Yes	10.0%	2
No	80.0%	16
If yes, on what basis and how did it resolve?	25.0%	5
	Answered	20
	Skipped	1
If yes, on what basis and how did it resolve?		
<p>A tenant complained about being denied a rental due to their service animal when in fact they were denied due to lack of proof of income. Instead of the tenant advocate inquiring with me for the complete set of facts, the complaint was sent to HUD. I paid their extortion because it was clearly a "guilty until proven innocent" situation and they told me a lawsuit was not only hard to win but could bankrupt me. It was a business decision to pay instead of fight, even though the claim was bogus. Again, the system is broken and landlords are becoming increasingly aware they are viewed as "the enemy" instead of partners in housing that provide a needed and valuable service. Until that changes, we will continue to have a rental housing shortage and lack of affordability.</p>		
<p>he had two huge dogs, never said they were support animals. The apartment is 400 sf. After 3 years of getting bounced around to different HUD investigators agreed to settle with the the guy for \$1000 buck. THere comes a <u>point when common sense has to kick in.</u></p>		
<p>All the complaints regarding the landlords we deal with are submitted to the attorney general. We are not landlords or property managers.</p>		
<p><u>I'm not involved with property management and don't possess sufficient knowledge.</u></p>		
<p><u>bias in housing is so exceedingly rare as to be non-existent</u></p>		



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

8/6/2024

Clerk's File #

RES 2024-0081

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

HEATHER PAGE 6578

Requisition #

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

1680- 2024 AFFORDABLE HOUSING FUNDING RECOMMENDATIONS

Agenda Wording

Community Housing and Human Services issued a request for proposals on May 15, 2024 for projects that increase and/or preserve the supply of affordable housing serving extremely low income households in the City of Spokane.

Summary (Background)

The call for proposal was released after extensive discussions with community members, community leaders, and City of Spokane administration during the month of April 2024, culminating in meetings with the Spokane Alliance and Spokane Low Income Housing Consortium on May 3, 2024, and with the public at large on May 7, 2024. The May 7, 2024, meeting was posted publicly in the Spokesman Review, on the City's website, through email distribution lists, and publicly noticed by City Council staff.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 9,067,404

Current Year Cost \$ 9,067,404

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 3,218,404

1710-95579-51010-54201-99999

Expense \$ 5,849,000

1595-53122-51010-54201-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ANDERSON, ARIELLE M.

Division Director

KINDER, DAWN

Accounting Manager

BROWN, SKYLER

Legal

SCHOEDEL, ELIZABETH

For the Mayor

JONES, GARRETT

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

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dkinder@spokanecity.org

davidjedwards111@spokanecity.org

dnorman@spokanecity.org

sbrown@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	August 12, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Heather Page
Contact Email & Phone	hpage@spokanecity.org ; 6578
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	1680- 2024 Affordable Housing Funding Recommendations
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>On May 15, 2024, Community Housing and Human Services (CHHS), issued a Request for Proposals (RFP) for projects that increase and/or preserve the supply of affordable housing serving extremely low (30% of Area Median Income), low-income households (below 60% of Area Median Income), in the City of Spokane. The projects selected for funding will receive either Home Investment Partnership program funds or 1590 Sales and Uses Tax Revenue funds.</p> <p>The call for proposal was released after extensive discussions with community members, community leaders, and City of Spokane administration during the month of April 2024, culminating in meetings with the Spokane Alliance and Spokane Low Income Housing Consortium on May 3, 2024, and with the public at large on May 7, 2024. The May 7, 2024, meeting was posted publicly in the Spokesman Review, on the City’s website, through email distribution lists, and publicly noticed by City Council staff. Feedback gathered from the public established the 45-day timeline for the funding competition, down 15-days from what CHHS staff had initially proposed and expanded the eligible activities for funding during the 2024 funding round to include single-family home ownership. The change in timeline was to allow for affordable housing developers to provide proof of local support for their projects in their applications to Commerce, due September 18, 2024.</p> <p>The RFP was publicly noticed in the Spokesman Review, the City’s website, through email distribution lists. The online posting included links to the RFP, the scoring criteria, and the application. A technical assistance workshop was provided to interested applicants on May 28, 2024. Between May 15 and June 25, 2024, ten organizations participated in individual technical assistance meetings for the RFP and application. The application closed on June 28, 2024.</p> <p>Ten applications were received. One application did not include the budget information necessary to determine eligibility. CHHS staff contacted the applicant to request the budget information on July 3, and again on July 10, 2024, but did not receive a response. Nine applications were submitted to a modified Affordable Housing Committee for review. The Affordable Housing Committee was modified to include two members of the Housing Action Subcommittee. The Committee met on August 1, 2024, to reviews the</p>

averaged scores of the reviewers and to select project for funding. The following projects were selected for funding:

- \$749,000, HOME funds, Take Up The Cause, 4th and Pittsburg Fourplex. Acquisition of a 1-bedroom, 1-bathroom, four-unit four-plex in the East Central neighborhood, for households of seniors/elderly persons, and those at risk of homelessness earning 60% AMI or less.
- \$327,293, HOME funds, Spokane Dynamic Construction LLC, South Crystal Ridge Sirenkyi. New construction of a single-family 3-bedroom, 3-bathroom home in the Grandview/Thorpe neighborhood for eligible households who are exiting homelessness, at-risk of homelessness, and/or are eligible refugee/immigrants.
- \$2,142,111, HOME funds, Proclaim Liberty, Bethany Presbyterian Redevelopment. Demolition and a burned-out building, new construction of two, three-story, 22-unit multi-family residential buildings in the Lincoln Heights neighborhood. Units will serve 30% AMI, 50% AMI, 60% AMI households exiting homelessness, at-risk of homelessness, and seniors.
- \$1,309,172, 1590 Funds, Spokane Townhomes, LLC, South Crystal Ridge Vasilenko. New constructions in the Grandview/Thorpe neighborhood of four 3-bedroom, 3-bathroom single family homes for families exiting homelessness, at-risk of homelessness, and/or refugees/immigrants, earning 60% AMI or less.
- \$1,546,233, 1590 funds, St. John's Two, 315 W 9th Ave Seniors. New construction in the Cliff/Cannon neighborhood of a 35-unit affordable housing development for seniors. Seventeen of the units will serve households earning 30%, 50% or less AMI. The remaining units will serve households earning 80% or less AMI.
- \$1,000,000, 1590 funds, Habitat for Humanity, Scattered Site Homeownership. Single-family home ownership project for families earning 60% AMI or less and meeting one or more of the qualifying populations requirements. Funding will support the acquisition/rehabilitation of 7 single-family homes.
- \$925,707, 1590 funds, Excelsior Wellness, Wellness Properties. New construction and rehabilitation of a multi-family, multi-use, multi-income 4-story building, between the Emerson/Garfield and the Audubon/Downriver neighborhoods. Six units will serve 60% AMI or less, the remaining units will serve 80% and market-rate units.
- \$767,888, Centerstone Unlimited, Centerstone Apartments. Rehabilitation of a 17-unit affordable housing project for households experiencing chronic mental illness, earning 50% or less AMI. Funding will bring the project into City fire code compliance.
- \$300,000, Community Frameworks, Hoffman Apartments. Rehabilitation of a three-story, 16-unit multi-family affordable housing project in the Hillyard neighborhood to address needed interior and exterior work. Households include persons experiencing developmental disabilities, at-risk of homelessness, with incomes at or below 50% AMI.

A total of \$9,839,697 was requested from the nine applicants. Only \$9,094,000 in HOME and 1590 funding was available to award in the 2024

funding round. The applications received were competitive and worthy of funding. The affordable Housing Committee made the determination to partially fund two projects. By partially funding two projects that were able to provide some funding to all the projects. Please see the attached spreadsheet for a detail of the awards requested, awards granted, and the average score of each application.

The CHHS Board approved the Affordable Housing Committee's recommendations on August 7, 2024.

The funding will be provided to the recipients in a combination of grants and deferred, forgivable, low-interest, no-interest loans as determined by each applicant's per forma, as documented in the program plan circulated in August 2020. The City will secure its interest in each of the properties for the period of affordability through the written regulatory agreement, the Deed of Trust, the Promissory Note, and a covenant running with the land.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$9,067,404

Current year cost: \$9,067,404

Subsequent year(s) cost: 0

Narrative: HOME and 1590 funds are used to increase and preserve the affordable housing inventory for households in Spokane.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Grants and Taxes

1710-95579-51010-54201-99999 (HOME) and 1595-53122-51010-54201-99999 (1590)

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?

1590 funds are specifically designated to serve persons with disabilities and behavioral health disabilities, Veterans, seniors citizens, persons who are homeless/at-risk of homelessness, unaccompanied youth and young adults, and domestic violence survivors, earning 60% AMI or less. HOME funds are allocated to projects focused on creating housing opportunities for households earning 50% AMI or less.

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?

For HOME projects, data will be collected per HUD's requirements. For 1590 projects data will be collected through Neighborly.

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

For HOME projects, data will be collected per HUD's requirements. For 1590 projects data will be collected through Neighborly.

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? HOME funded projects must align with the Consolidated Plan. Both HOME and 1590 funded projects aligned with multiple plans (Con Plan, HA Plan, CoC's 5-year Plan) in this funding round.

RESOLUTION 2024-0081

A resolution setting forth the City Council's approval and endorsement of funding for contracts for CHHS arising from the HOME Investment Partnership program allocation, and from the 1590 Sales and Uses Tax Revenue allocation, and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS on May 3, 2024, the Community, Housing, and Human Services (CHHS) Department met with City of Spokane community members to gather public feedback on affordable housing funding priorities, and

WHEREAS on May 7, 2024, the CHHS Department held a public meeting to gather public feedback on affordable housing funding priorities, and

WHEREAS, CHHS accepted applications for affordable housing funding through an open, competitive process May 15, 2024-June 28, 2024; and

WHEREAS, on August 1, 2024, the CHHS Affordable Housing Committee thoroughly reviewed the applications and recommended nine projects for funding. These projects are:

1. Centerstone Unlimited, Centerstone Apartments, rehabilitation activities
2. Community Frameworks, Hoffman Apartments, rehabilitation activities
3. Excelsior Wellness, Wellness Properties, new construction activities
4. Habitat for Humanity, Scattered Sites Home Ownership, single-family home ownership activities
5. Proclaim Liberty, Bethany Presbyterian Redevelopment, new construction activities
6. Spokane Dynamic Construction LLC, South Crystal Ridge Sirenkyi, new construction activities
7. Spokane Townhomes LLC, South Crystal Ridge Vasilenko, new construction activities
8. St. John's Two, 315 W 9th Ave, Seniors, new construction activities
9. Take Up The Cause, 4th and Pittsburg Fourplex, acquisition activities

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go forward to the Spokane City Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round set forth in Attachment A that will be executed once formalized;

BE IT IS FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

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

City Clerk

Approved as to form:

Assistant City Attorney

Agency	Project Name	Funding Requested	Funding Recommended	Funding Source	Avg Score	Units Preserved or Built	Comment
Spokane Townhomes LLC	South Crystal Ridge Vasilenko	\$1,309,172	\$1,309,172	1590	96	3	New construction of four 3-bedroom, 3-bathroom houses to be rented to households earning 60% or less AMI.
Take Up the Cause	4 th and Pittsburg Fourplex	\$749,000	\$749,000	CHDO	93	4	Take Up The Cause will acquire a neighborhood-friendly well designed 4-plex developed by Greenstone Homes. The site-specific plan features four one- bedroom, one-bath units of approximately 800 square feet.
Spokane Dynamic Construction LLC	South Crystal Ridge Sirenkyi	\$327,293	\$327,293	HOME	93	1	The South Crystal Ridge Sirenkyi project is the construction of a 3-bedroom stand- alone home on an approximate 5000 sq ft lot in the South Crystal Ridge neighborhood.
Proclaim Liberty	Bethany Presbyterian Redevelopment	\$2,142,111	\$2,142,111	HOME	92	22	This is a new construction project of 22 units of affordable housing, constructed as two 3-story multifamily residential buildings.
St. John Two	315 W 9 th Ave Seniors	\$1,546,233	\$1,546,233	1590	92	35	This is a new construction infill project yielding 35 new units of permanent supportive affordable senior housing, consisting of 30 1-bedroom units and 5 2-bedroom units. All units will be ADA accessible.
Community Frameworks	Hoffman Rehab	\$300,000	\$300,000	1590	87	16	The project will include exterior work on the three story, multiunit building. Fourteen units total will be rehabbed.
Habitat for Humanity	Scattered Site Homeownership II	\$1,450,000	\$1,000,000	1590	86	7	New construction of four 3-bedroom, 3-bathroom houses to be rented to households earning 60% or less AMI.
Centerstone Unlimited	Centerstone Apartments	\$767,888	\$767,888	1590	85	17	The project preserves the affordable housing inventory for persons with chronic mental illness, earning 50% or less AMI. The project would support 17 units of affordable housing between two buildings.
Excelsior Wellness	Wellness Properties	\$1,248,000	\$925,707	1590	85	43	The project is a new construction and rehabilitation of a multi-family, multi-use, multi-income, 4-story building with additional community space located in the basement.
Scott Family Group LLC	Scott Family Apartments	\$1,500,000	0	N/A	0	0	Did not provide required paperwork (budget was missing)
		\$9,839,697	\$9,067,404			110	



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Discussion

Date Rec'd

6/11/2024

Clerk's File #

ORD C36120

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

ELDON BROWN 509-625-6305

Requisition #

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

FINALIZING VACATION ORDINANCE C-36120

Agenda Wording

Proposing to send to City Council for final reading of the ordinance.

Summary (Background)

On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time. Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

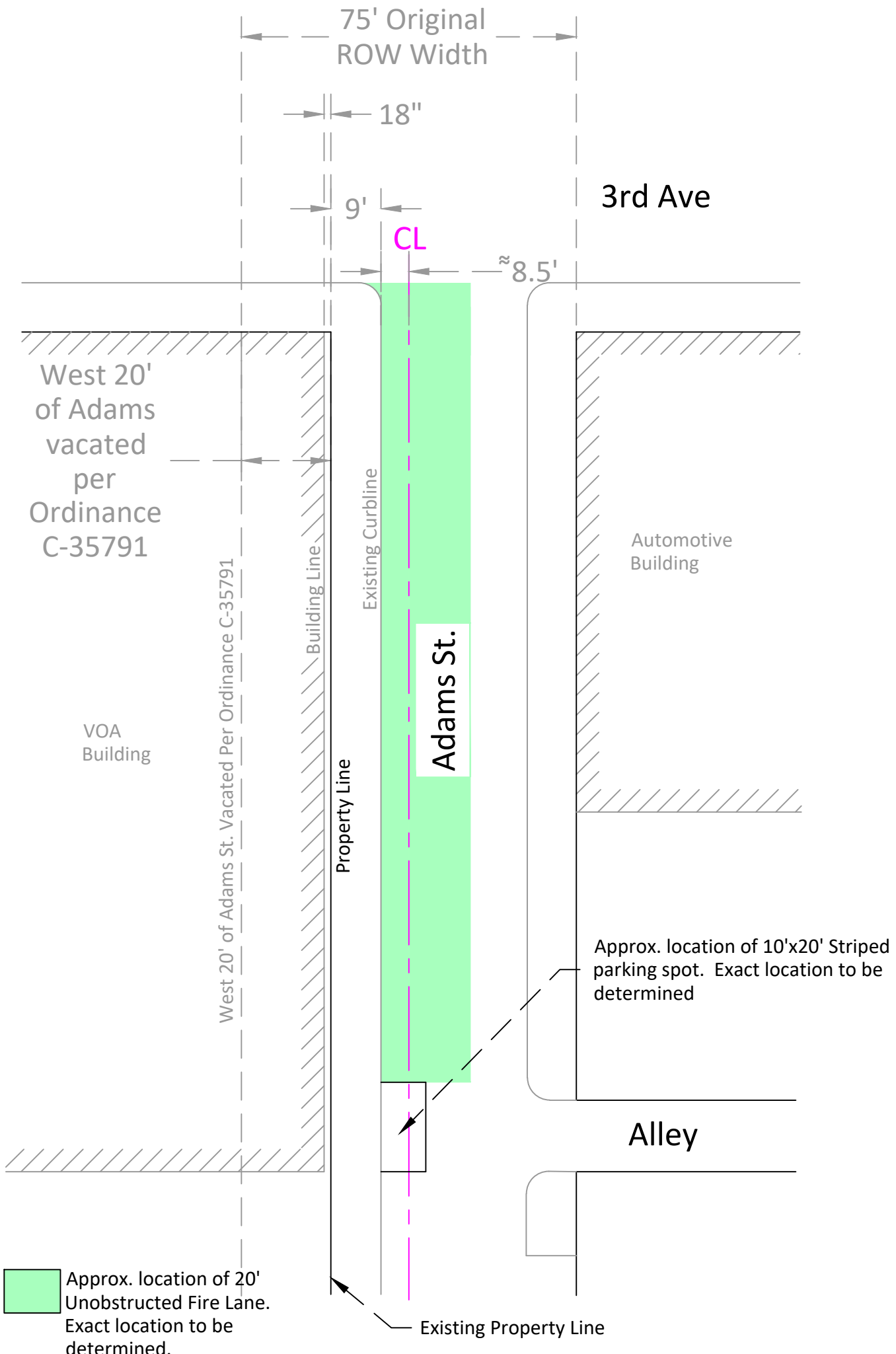
edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

Committee Agenda Sheet [Urban Experience Committee]

Submitting Department	Development Services
Contact Name & Phone	Eldon Brown – 509-625-6305
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	TBD
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Mins</u>
Agenda Item Name	Finalizing Vacation Ordinance C-36120
Summary (Background)	<p>On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time.</p> <p>Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.</p>
Proposed Council Action & Date:	Proposing to send to City Council for final reading of the ordinance.
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input 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? 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	



Approx. location of 20' Unobstructed Fire Lane. Exact location to be determined.

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 17, 2021

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36120

FROM: Terri Pfister, City Clerk

RE: Vacation of Adams Street from the south line of Third Avenue

Attached is a copy of Ordinance C36120 for the vacation of:

the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

This ordinance was read for the first time on October 25, 2021, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

11/17/2021

Date

Precedent conditions have been met and Ordinance C36120 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 6/13/24



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

October 25, 2021

City Clerk File No.:
ORD C36120

COUNCIL ACTION MEMORANDUM


RE: HEARING ON THE VACATION OF ADAMS STREET AND THE NEARBY ALLEY BETWEEN THIRD, I-90, ADAMS, AND JEFFERSON, AS REQUESTED BY THE VOLUNTEERS OF AMERICA HOPE HOUSE

During its 6:00 p.m. Legislative Session held virtually Monday, October 25, 2021, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated August 26, 2021), the vacation of Adams Street and the nearby alley between Third, I-90, Adams, and Jefferson.

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36120—vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
10/25/2021

Date Rec'd	10/13/2021
Clerk's File #	ORD C36120
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - STREET VACATION OF ADAMS ST. AND THE ALLEY BETWEEN 3RD, I-90,		

Agenda Wording

Vacation of Street Vacation of Adams St. and the nearby alley between 3rd, I-90, Adams, and Jefferson, as requested by the VOA Hope House

Summary (Background)

At its legislative session held on September 20, 2021, the City Council set a hearing on the above vacation for October 25, 2021. Staff has solicited responses from all concerned parties.

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

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session\Other	PIES - 08/23/2021
Division Director	BECKER, KRIS	Council Sponsor	CM Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	edjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ebrown@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
10/25/2021
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36120

An ordinance vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

The City of Spokane does ordain:

Section 1. That the east 55 feet of Adams Street, from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the east 55 feet of Adams Street between the south line of 3rd Avenue and the north line of I-90 for the utility services of Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Section 3. An easement is reserved and retained over and through the alley between 3rd Avenue and I-90, from the west line of Jefferson Street to the east line of Adams Street and the alley's extension across Adams Street to the west line of Adams Street, for the utility services of Avista, Comcast, Lumen/CenturyLink, Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

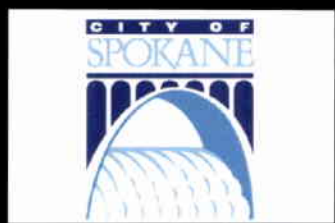
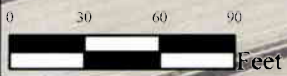
Assistant City Attorney

Mayor

Date: _____


Effective Date: _____


Proposed Vacation



Right-of-way Description:
Adams St. between 3rd and I-90, along with the alley between 3rd and I-90, from Adams to Jefferson

Legend

 Proposed Vacation





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 26, 2021

LOCATION: Adams between the south line of 3rd and I90 EXCEPT the west 20 feet TOGETHER with the alley between 3rd and I-90, from Adams to Jefferson.

PROPONENT: Silverstar Automotive & Hope House Development.

PURPOSE: To control access and aid in security.

HEARING: October 18, 2021

REPORTS:

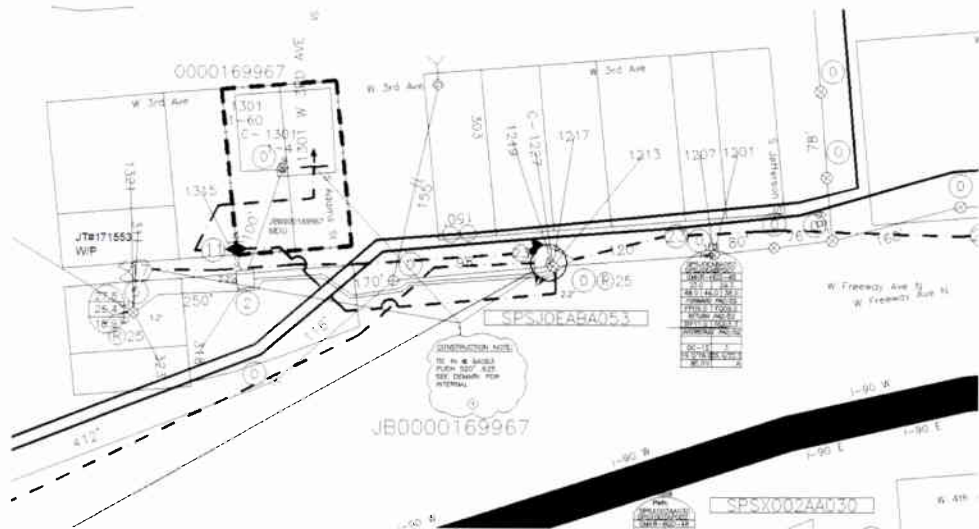
AVISTA UTILITIES

Adams St. – No Comments

Alleyway - Avista has gas, transmission, and distribution lines in the requested vacated area and would like an easement reserved over the entire area.

COMCAST

Adams St. - Comcast has reviewed the vacation request. Enclosed is a Comcast system map showing Coax and Fiber crossing Adams St in the Alley South of 3rd. Due to this we can't approve this vacation without having access to our plant.



Alleyway - We have no objections to the vacation as long as we can maintain an easement to allow us to access our existing aerial cable.

CENTURYLINK

Adams St. - CenturyLink is changing from aerial cable facilities to buried cable facilities in the W 3rd Ave-I-90 Alley from the east side of S Adams St extending west due to Avista rearranging a pole line. CenturyLink wants to maintain easements. Please see the attached drawing

Job Location: **1301 W 3RD AVE**

Narrative/Special Remarks
THIS PROJECT IS FOR THE RELOCATION OF AERIAL FACILITIES IN THE ALLEY WAY BEHIND 1301 W 3RD AVE. WE ARE REMOVING A 300R COPPER CABLE AND PLACING A NEW UNDERGROUND PATH DUE TO AVI REARRANGING A POLE LINE.

DEVELOPER CONTACT	
Hold Order Information	
Service Order #	Customer Terminal
Customer Name	COLE Assignment
Customer Address	PO Box
Misc. Information	
Note: In preparation of the proposed work, please contact the following: (1) Permit Required NO (2) Permit Required NO (3) Permit Required NO (4) Permit Required NO	
PERMITS	
Permit Type: Other Date Issued: 05/29/2020 Issued By: CenturyLink	
RELEVANT	
ECD: 5/29/2020 CenturyLink	

PN PROJECT	WPT PROJECT	PROJECT NAME	ISSUING OFFICE	CONTACT ENGINEER	CONTACTED CONTRACTOR	ISSUED CONTRACTOR
N.681690	F.2724120	1301 W 3RD AVE	1301 W 3RD AVE	TIMOTHY BARBER	RENE WALKER	RENE WALKER

Alleyway - CenturyLink has cable facilities in the right-of-way and would like to retain utility easements rights. These rights should provide for maintenance, construction, and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS

Adams St. – No Comments
Alleyway - A 12-inch sewer is located here. An easement will be required providing access. Not sure if the storm pipe is also at this location, but if it is, it will need to be part of the easement.

FIRE DEPARTMENT

Adams St. – No Comments
Alleyway - We have determined that this vacation does not appear to negatively affect or change our access.

NEIGHBORHOOD SERVICES

Adams St. – No Comments
Alleyway – No Comments

INLAND POWER

Adams St. – Inland Power & Light Co has no utility facilities within the proposed area.
Alleyway - Inland Power has no facilities within this area.

VERIZON

Adams St. – Verizon/MCIMetro currently has aerial fiber in this location and we do not wish to vacate any easement we currently have
Alleyway – We have a very large fiber that Avista has already approved to place on their new poles in that area. I'm assuming the pole lead is staying?

PARKS DEPARTMENT

Adams St. – No Comments
Alleyway – No Comments

ZAYO COMMUNICATIONS

Adams St. – Zayo has facilities on the poles with the Avista power in the proposed ROW vacation area. We would need to retain some access and utility easement along the current path.
Alleyway - Zayo has no objection and or comment on the vacation request of alley-Adams-Jefferson.

PLANNING & DEVELOPMENT – PLANNING

Adams St. – Planning wise, Council will just need to determine if this vacation facilitates a public benefit. Although this street dead ends and provides very little public benefit as it is now.

Section 17C.124.035 Characteristics of Downtown Complete Street Designations

The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

When we met with WSDOT there was concerns with access and our utilities.

Alleyway – No concerns

POLICE DEPARTMENT

Adams St. – No Comments
Alleyway – No Comments

SOLID WASTE MANAGEMENT

Adams St. – No Comments
Alleyway – No Comments

STREET DEPARTMENT

Adams St. - We do not have comments on the current proposal, but would like to remind that we have a comment regarding the pending proposal to vacate the alley between Adams and Jefferson. See below.

The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St, Third Ave. to Freeway Ave North, which crosses the alley. This conduit contains fiber optic cable. Because of this

conduit run, the Street Department does not support the vacation of this alley.

Alleyway – The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St. Third Ave to Freeway Ave North which crosses the alley. This conduit contains Fiber Optic cable. Because of this conduit run, the Street Department does not support the Vacation of this alley.

WASTEWATER MANAGEMENT

Adams St. – No Comments

Alleyway – This is the third vacation request for this area. The first was made on Nov 6th, 2018 with our response on Nov 8th, 2018 which was for all of Adams from 3rd to 4th and the entire alley from Cedar to Jefferson. That was modified in the request we received on March 5th, 2019 (response on March 6th) that encompassed the alley from Cedar to Adams and the west half of Adams. Now this third request for the alley that was left out of the March revision.

We still strongly recommend denying this vacation request.

There is a city 12" sewer main, a city 12" storm main and a 27" WSDOT storm main in or near that alley.

With regards to the storm lines. The city line takes drainage from Lincoln and Monroe south as far as 17th and is an overflow for the pond at Monroe and 4th. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

The sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 1217 W. 3rd). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

If this is vacated we would also require any construction around that main to include replacement of the entire sewer main to minimize (but not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Adams to Jefferson which means no construction or structures in the alley and no fences or gates blocking access to the easement. In all cases where we are requesting an easement it should extend to the full 30' centered on each main at any location there is not already a structure built. This would extend into what is currently private property north of the alley.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept.

WSDOT
Adams St.

– Thank you for the opportunity to review the above proposed vacation. In reviewing this vacation, WSDOT is concerned that if approved it would limit or prohibit our access to the I-90 right of way. WSDOT currently uses Adams Street as a means to reach our I-90 right of way where we have electrical components, water lines, and storm drains. Maintaining clear access to our right of way is important to WSDOT which is provided by Adams Street. Consequently, WSDOT is opposed to this vacation as it would cut off access to our right of way. Please let me know if you should have any questions on this matter

Alleyway

– Thank you for the opportunity to review the above requested vacation. In reviewing this proposed vacation the Washington State Department of Transportation (WSDOT) is opposed to the vacation for the following reasons:

WSDOT currently utilizes this alley to access our I-90 westbound off ramp. Our maintenance forces use this property to reach up to the ramp for electrical and other maintenance items.

1. WSDOT has electrical service cabinets located at ground level attached to the ramp which are accessed from the alley.
2. The alley is part of the local roadway network that could be utilized to relieve traffic on the adjacent east-west streets.

WATER DEPARTMENT

- Adams St. – No Comments
Alleyway – Water does not appear to have any facilities in the proposed vacation limits.

BICYCLE ADVISORY BOARD

- Adams St. – No Comments
Alleyway – No Comments

RECOMMENDATION: That a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane shall be retained across the east 55 feet of Adams Street to protect existing and future utilities.
2. An easement, as requested by Avista Utilities, Comcast, CenturyLink/Lumen, Verizon/MCI Metro, WSDOT, and the City of Spokane shall be retained across the alley and the alley's extension across the east 55 feet of Adams St. to protect existing and future utilities.
3. In order for Silverstar Automotive (1227 W 3rd) to continue operating the existing business, an agreement will need to be established with the VOA that would prohibit parking on the west side of Adams St.
4. The applicant is requesting that City Council waive the requirement to pay the assessed value. If City Council does not waive the fee, the proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$346,860.25 and is to be deposited to Budget Account #3200 49199 99999 39510.

Erin W. Dunn



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

7/8/2024

Clerk's File #

ORD C36549

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

ANDRES 651-0855

Requisition #

Contact E-Mail

AGRAGEDA@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

LNAVARRETE KKLITZKE

Agenda Item Name

0320 - HUMAN RIGHTS OF INDIVIDUALS EXPERIENCING HOMELESSNESS

Agenda Wording

An ordinance relating to the human rights and basic dignity of individuals experiencing homelessness; amending sections 9.02.050, 18.01.010, 18.01.020, 18.01.030 of the Spokane Municipal Code; and enacting a new Section 18.05.040 of the Spokane Munic

Summary (Background)

The Spokane Human Rights Commission adopted a resolution relating to the human rights and basic dignities of individuals experiencing homelessness in 2023. City Council, with help from Legal, created an ordinance with refined parameters based on the resolution. This ordinance adds "housing status" to the city's list of protected classes and strengthens protections against discriminatory hiring and employment practices, property rights and privacy rights of individuals experiencing homelessness.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Urban Experience Committee

Committee Date	July 8, 2024
Submitting Department	City Council
Contact Name	Andres Grageda
Contact Email & Phone	agrageda@spokanecity.org (509)651-0855
Council Sponsor(s)	CM Navarrete, CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	HUMAN RIGHTS OF INDIVIDUALS EXPERIENCING HOMELESSNESS
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Spokane Human Rights Commission adopted a resolution relating to the human rights and basic dignities of individuals experiencing homelessness in October of 2023. Since then, the City Council, with help from Legal, has created an ordinance with refined parameters based on the resolution. This ordinance adds “housing status” to the city’s list of protected classes and strengthens protections against discriminatory hiring and employment practices, property rights and privacy rights of individuals experiencing homelessness.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<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? <p>Individuals experiencing homelessness have experienced discrimination throughout history. This ordinance aims to add protections against these practices to ensure the human rights and basic dignities of these individuals.</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?

We depend on community members to report instances of discrimination through crime check, to our Office of Civil Rights, Equity and Inclusion or to the Spokane Human Rights Commission. This ordinance should make it clearer when and how an individual is being discriminated against based on their housing status and makes them more likely to report it.

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

We will be depending on individuals to report instances of discrimination.

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

The resolution aligns with the Comprehensive Plan in many areas. Chapter 10 on social health mentions coordination with public and private agencies to evaluate existing needs and programs relative to health and human services. Chapter 6 on housing also discusses socioeconomic integration including people of all demographics, including economic status, which is impossible without elimination discrimination based on housing status.

Council Subcommittee Review

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

We will present the Ordinance at the Spokane Human Rights Commission and at the Equity Subcommittee

ORDINANCE NO. C-36549

An ordinance relating to the human rights and basic dignity of individuals experiencing homelessness; amending sections 9.02.050, 18.01.010, 18.01.020, and 18.01.030 of the Spokane Municipal Code; and enacting a new Section 18.05.040 of the Spokane Municipal Code.

WHEREAS, the City of Spokane knows the issue of homelessness is one of the most pressing and complex situations encountered by our society; and

WHEREAS, in developing public policy to address homelessness, emphasis should be given to attending to the basic needs of the homeless and unhoused while preserving the dignity of these individuals in their circumstances; and

WHEREAS, unhoused and homeless individuals represent a diverse range of ages, education and backgrounds, and vary in their unmet basic needs, talents and dreams, and but all are possessed of inner and outer strengths that can be harnessed to improve their situation and benefit society as a whole; and

WHEREAS, homelessness threatens healthy community living among people, and as it grows it can generate and heighten attitudes of insensitivity, contempt, harshness, shunning, and

WHEREAS, the basic human and legal rights of the unhoused and homeless are frequently infringed because of such attitudes; and

WHEREAS, respect for the dignity of human beings and equality before the law are principles which are fundamental and nonexpendable to guarantee the common good and healthy community living as a people; and

WHEREAS, the City of Spokane should reassert its commitment to the constitutional principle that all people are equal before the law and that there must be no discrimination whatsoever on the basis of protected status as recognized in state and federal law, and in the Spokane Municipal Code; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 9.02.050 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.050 Prohibition

A. No employer shall:

1. advertise applicable employment openings in a way that excludes people with arrest or conviction records from applying, such as using advertisements which state “no felons,” “no criminal background,” or which otherwise convey similar messages; provided, employers may advertise the requirement for a criminal history inquiry and/or background check during or after the interview process as long as such advertisement does not state that an arrest or conviction record will automatically preclude the applicant from consideration for employment;
 2. include any question in an application for applicable employment, inquire orally or in writing, receive information through a criminal history background check, or otherwise obtain information about an applicant’s arrest or conviction record prior to an in-person, telephonic, or video interview or received a conditional offer of employment;
 3. use, distribute, or disseminate an applicant’s or employee’s arrest or conviction record except as required or otherwise allowed by law;
 4. disqualify an applicant from applicable employment prior to an in-person, telephonic, or video interview solely because of a prior arrest or conviction unless the conviction is related to significant duties of the job or disqualification is otherwise allowed by this chapter; or
 5. reject or disqualify an applicant for failure to disclose a criminal record prior to initially determining the applicant is otherwise qualified for the position; or
 6. reject or disqualify an applicant solely because the individual does not have a fixed or regular residence, or because the individual is homeless or unhoused, or because the individual lives on the street, in a shelter, or in a temporary residence, unless the individual’s housing status has a bona fide and legitimate relation to the primary duties of the job and such rejection or disqualification would also violate state or federal employment laws or regulations.
- B. Nothing in this chapter prohibits an employer from inquiring into or obtaining information about a job applicant’s criminal conviction or arrest record or background, and considering the information received regarding such record during an in-person, telephonic, or video interview, or after the conclusion of such a job interview, or after a conditional offer of employment, and using such information in a hiring decision.

Section 2. That section 18.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.010 Findings

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

Section 3. That section 18.01.020 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.
- C. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.

- D. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.
- E. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.
- F. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.
- G. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.

Section 4. That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.030 Definitions

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:

1. is medically cognizable or diagnosable; or
 2. exists as a record or history; or
 3. is perceived to exist whether or not it exists in fact.
 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or

other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.
- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which

the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.

- L. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- M. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.
- N. "Housing status" means the status of having or not having a fixed or regular residence, including the status of being homeless or unhoused, living on the streets, in a shelter, or in a temporary residence.
- O. "Impairment" includes, without limitation, any:
 - 1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
 - 2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- P. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.

- Q. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.
- R. "Marital status" means the status of being married, single, separated, divorced or widowed.
- S. "National origin" includes ancestry.
- T. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.
- U. "Person" includes:
1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
 2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
 3. entities under common ownership; and
 4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

- V. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public

washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

- W. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.
- X. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.
- Y. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.
- Z. "Sex" means gender.
- AA. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- BB. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at

the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 5. That there is enacted a new section 18.05.040 of the Spokane Municipal Code to read as follows:

Section 18.05.040 Human Rights of Individuals Experiencing Homelessness

No person's rights, privileges, or access to public services and accommodations may be denied or abridged in violation of applicable laws solely because of their housing status. Such a person shall enjoy the same rights, privileges, and responsibilities as any other resident of the City of Spokane. A person experiencing homelessness:

1. Has the right to use and move freely in public spaces, including, but not limited to, public sidewalks, public parks, public transportation, and public buildings in the same manner as any other person, and without discrimination on the basis of the person's housing status, and while in public spaces such persons shall be subject to the same applicable rules and regulations regarding the use or occupancy of such space and property;

2. Has the right to equal treatment by all municipal agencies, without discrimination on the basis of housing status;
3. Has the right not to face discrimination while seeking or maintaining employment in the City of Spokane based on the person's housing status, lack of permanent mailing address, or having a mailing address of a shelter or social service provider unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job;
4. Has the right to be free from unreasonable searches of their person or property when seeking or receiving homelessness services, including shelter services; and
5. Has the right to retain control of their personal papers and other essential personal property when seeking or receiving homelessness services, including shelter services.

Section 6. 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 7. 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

Assistant City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C-36549

An ordinance relating to the human rights and basic dignity of individuals experiencing homelessness; amending sections 18.01.010, 18.01.020, 18.01.030, 18.01.050, 18.02.010 and 18.03.010 of the Spokane Municipal Code; and enacting a new Section 18.05.040 of the Spokane Municipal Code.

WHEREAS, the City of Spokane knows the issue of homelessness is one of the most pressing and complex situations encountered by our society; and

WHEREAS, in developing public policy to address homelessness, emphasis should be given to attending to the basic needs of the homeless and unhoused while preserving the dignity of these individuals in their circumstances; and

WHEREAS, unhoused and homeless individuals represent a diverse range of ages, education and backgrounds, and vary in their unmet basic needs, talents and dreams, and but all are possessed of inner and outer strengths that can be harnessed to improve their situation and benefit society as a whole; and

WHEREAS, homelessness threatens healthy community living among people, and as it grows it can generate and heighten attitudes of insensitivity, contempt, harshness, shunning, and

WHEREAS, the basic human and legal rights of the unhoused and homeless are frequently infringed because of such attitudes; and

WHEREAS, respect for the dignity of human beings and equality before the law are principles which are fundamental and nonexpendable to guarantee the common good and healthy community living as a people; and

WHEREAS, the City of Spokane should reassert its commitment to the constitutional principle that all people are equal before the law and that there must be no discrimination whatsoever on the basis of protected status as recognized in state and federal law, and in the Spokane Municipal Code; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 18.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.010 Findings

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

Section 2. That section 18.01.020 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.
- C. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.
- D. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.
- E. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical

disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.

- F. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.
- G. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.

Section 3. That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.030 Definitions

- A. "Commission" means the Spokane Human Rights Commission.
- B. "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.
- ~~(B)~~ C. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- ~~(C)~~ D. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or
 - 3. is perceived to exist whether or not it exists in fact.
 - 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply

or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions or employment; or

- b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.

5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.

6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.

~~((D))~~ E. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

~~((E))~~ F. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.

~~((F))~~ G. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.

~~((G))~~ H. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an

individual who is seeking or applying for employment. This definition does not include independent contractors.

((H)) I. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.

((I)) J. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.

((J)) K. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.

((K)) L. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.

((L)) M. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((M)) N. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

O. "Housing status" means the status of having or not having a fixed or regular residence, including, but not limited to, the status of being homeless or unhoused, living on the streets, living in an automobile or in a shelter or a temporary residence.

((N)) P. "Impairment" includes, without limitation, any:

1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

((Q)) Q. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.

((P)) R. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

((Q)) S. "Marital status" means the status of being married, single, separated, divorced or widowed.

((R)) T. "National origin" includes ancestry.

((S)) U. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

((T)) V. "Person" includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and
4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

((U)) W. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

((V)) X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

((W)) Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

((X)) Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

((Y)) AA. "Sex" means gender.

((Z)) BB. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((AA)) CC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 4. That section 18.01.050 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.050 Administration

A. Initiation.

An individual claiming to be aggrieved by a practice prohibited by SMC 18.01.040, chapter 18.02 SMC, ((e)) chapter 18.03 SMC, or SMC 18.05.040 may, within the time limit of SMC 18.01.070, file a complaint with the commission on forms made available for the purpose by commission staff.

B. Complaint.

A complaint filed by a person claiming to be aggrieved by a practice prohibited by SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040 shall be immediately forwarded by the commission for review by the City or an agency or organization with which the City maintains a contractual relationship for the purpose of reviewing such complaints (referred to in this section as the “reviewing agency”), to determine whether the allegations stated on the face of the complaint, if true, would be a prohibited practice as stated in SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040. Complaints shall be processed as follows:

1. The reviewing agency shall review the factual allegations of the complaint, interview the complainant, and take a statement from the complainant.
2. The reviewing agency then interviews the person accused of discrimination and documents that interview in a writing.
3. The reviewing agency shall also, if applicable, interview all participants and witnesses having relevant information regarding the allegation of discrimination, and document those interviews in writing.
4. If, as the result of the interviews described in subsections 1-3 of this paragraph B, the reviewing agency determines that the complaint states a violation of this chapter, the reviewing agency shall communicate that determination in writing to the complainant and the city attorney’s office, with a copy to the commission.
5. If the reviewing agency determines that the complaint does not state a violation of SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040, the complaint shall be dismissed immediately.
6. Complaints that claim a violation of state or federal law shall be referred to the appropriate state or federal agency.
7. Complaints that claim a violation of a prohibited practice established only in this Title 18 shall be referred to a Washington State Dispute Resolution Center established under chapter 7.75, RCW, or by a mediator agreed upon by all parties, within thirty days of the filing of the complaint. Mediation sessions are not open to the public. If the mediation resolves the complaint, the mediator will notify the City of the resolution and the complaint file will be closed.
8. Complaints that are not resolved through mediation shall be submitted to the City Prosecutor for a determination as to the filing of a civil infraction pursuant to chapter 1.05 SMC.

C. Administrative appeal.

Any person whose complaint has been dismissed pursuant to SMC 18.01.050 B(5) may appeal the dismissal to the hearing examiner, who shall review the complaint and the decision to dismiss

the complaint under an abuse of discretion standard of review. The hearing examiner may affirm the dismissal, reverse the dismissal, or remand the complaint to be processed as set forth in SMC 18.01.050(B).

D. Judicial review.

Any person who is aggrieved by the decision of the hearing examiner on administrative appeal under this section may institute an action for judicial review in the Superior Court pursuant to RCW 49.60.330.

E. The commission and its staff shall prioritize its resources to focus on resolving complaints which are not within the jurisdiction of government or non-profit agencies other than the commission.

~~((F. The City shall not take any enforcement action based on discrimination due to the use of "housing choice or other subsidy program or alternative source of income" as defined in this Title 18 before September 1, 2017. The City Council shall name an ad hoc stakeholder group to make recommendations to the City Council for amendments to Chapter 18.03 SMC, concerning the use of housing choice or other subsidy programs or alternative sources of income.))~~

Section 5. That section 18.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.02.010 Employment

- A. No person shall discriminate by refusing to hire, employ or promote, by barring or discharging from employment, in compensation or terms, conditions or privileges of employment, unless discrimination results from a bona fide occupational requirement reasonably necessary to the normal operation of the employer's business.
- B. No person shall discriminate by printing or circulating, or by causing to be printed or circulated, any statement, advertisement or publication, or by using any employment application form, or by making an inquiry in connection with prospective employment which expresses, directly or indirectly, any discriminatory limitation or specification, unless such limitation or specification is based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business, or unless otherwise provided by state or federal law.
- C. No person shall discriminate by classifying or referring for employment, or by failing or refusing to refer for employment, or otherwise, unless such classification or referral results from a bona fide occupational requirement reasonably necessary to the normal operation of the employer's business, or where such classification or referral is allowed under state or federal law~~((;))~~.

D. No person shall reject or disqualify an applicant for employment solely because the individual does not have a fixed or regular residence, or because the individual is homeless or unhoused, or because the individual lives on the street, in an automobile, in a shelter, or in a temporary residence, unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job and such rejection or disqualification does not otherwise violate state or federal employment laws or regulations.

Section 6. That section 18.03.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.03.010 Prohibited Practices

- A. It is a violation of this chapter for any person to discriminate by:
1. refusing to sell, lease, rent or otherwise make available any offered real property;
 2. expelling a purchaser, lessee or renter from any real property;
 3. altering the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property, or in the furnishing of any facilities or services in connection with real property;
 4. attempting to discourage the sale, rental or lease of any real property to a purchaser, lessee or renter;
 5. publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or lease of real property which indicates any preference, limitation or specification with respect thereto;
 6. assisting, inducing, compelling or coercing another person to commit an act or engage in a practice that violates this subsection;
 7. coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having aided or encouraged any other person in the exercise of, any right granted or protected by this subsection.
- B. No person whose business includes engaging in residential real estate related transactions may discriminate in making available or in the terms and conditions of such a transaction. "Residential real estate related transaction" means the making or purchasing of loans or providing other financial assistance for purchasing, construction, improving, repairing or maintaining a dwelling or securing residential real estate, or the selling, brokering or appraising of residential real property.
- C. No real estate licensee may accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease.

- D. No person may for profit induce or attempt to induce any other person to sell or rent any dwelling by representations regarding entry or prospective entry into the neighborhood of a person or person of a particular race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, or the presence of any sensory, mental or physical disability as defined by the American with Disabilities Act and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW.

Section 7. That there is enacted a new section 18.05.040 of the Spokane Municipal Code to read as follows:

Section 18.05.040 Human Rights of Individuals Experiencing Homelessness

No person's rights, privileges, or access to public services and accommodations may be denied or abridged in violation of applicable laws solely because of their housing status. Such a person shall enjoy the same rights, privileges, and responsibilities as any other resident of the City of Spokane. A person experiencing homelessness:

1. Has the right to use and move freely in public spaces, including, but not limited to, public sidewalks, public parks, public transportation, and public buildings in the same manner as any other person, and without discrimination on the basis of the person's housing status, and while in public spaces such persons shall be subject to the same applicable rules and regulations regarding the use or occupancy of such space and property;
2. Has the right to equal treatment by all municipal agencies, without discrimination on the basis of housing status;
3. Has the right not to face discrimination while seeking or maintaining employment in the City of Spokane based on the person's housing status, lack of permanent mailing address, or having a mailing address of a shelter or social service provider unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job;
4. Has the right to be free from unreasonable searches of their person or property when seeking or receiving comprehensive support services, including shelter services; and
5. Has the right to retain control of their personal papers and other essential personal property when seeking or receiving comprehensive support services, including shelter services.

Section 6. 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 7. 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

Assistant City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C-36549

An ordinance expanding fair chance hiring practices, amending sections 9.02.010 through 9.02.050 of the Spokane Municipal Code, and amending sections 9.03.010 and 9.03.020 of the Spokane Municipal Code.

WHEREAS, the City of Spokane knows the issue of homelessness is one of the most pressing and complex situations encountered by our society; and

WHEREAS, in developing public policy to address homelessness, emphasis should be given to attending to the basic needs of the homeless and unhoused while preserving the dignity of these individuals in their circumstances; and

WHEREAS, unhoused and homeless individuals represent a diverse range of ages, education and backgrounds, and vary in their unmet basic needs, talents and dreams, and but all are possessed of inner and outer strengths that can be harnessed to improve their situation and benefit society as a whole; and

WHEREAS, respect for the dignity of human beings and equality before the law are principles which are fundamental and nonexpendable to guarantee the common good and healthy community living as a people; and

WHEREAS, the City of Spokane should reassert its commitment to the constitutional principle that all people are equal before the law;

WHEREAS, homeless individuals are typically at a disadvantage when applying for employment due to the stigma of homelessness and practical obstacles to obtaining employment, such as a lack of fixed address; and

WHEREAS, the City of Spokane wishes to remove unfair barriers to employment of homeless individuals,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 9.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.010 Findings

The City of Spokane finds that many qualified job applicants who have some kind of criminal record simply cannot obtain employment due to early screening or advertising which excludes them from the applicant pool. Many individuals who have criminal records could show themselves to be both highly-qualified and well-suited for employment in an interview, yet many do not even reach that stage due to screening criteria which make those with criminal records immediately

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disqualified for work. People with criminal records who cannot find work are forced to rely on public assistance and may be more likely than those who can secure work to re-offend.

The City of Spokane further finds that some individuals experiencing homelessness have faced barriers in seeking employment that arise from their housing status. In considering the City's investments and commitments to reducing the impacts of homelessness on the community and considering that the greatest way out of homelessness is a job, dignity, and purpose. The city has determined that employment discrimination solely based on housing status cannot be allowed.

Section 2. That section 9.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.020 Purpose

- A. The City of Spokane intends to ensure that people who have completed a sentence for a past criminal conviction are not forever branded as unworthy or unable to participate in the life of the community, a central part of which is the ability to compete for employment in Spokane.
- B. The City of Spokane intends to also ensure that housing status does not brand individuals as unworthy or unable to participate in the life of the community, a central part of which is the ability to compete for employment in Spokane.
- ~~((B))~~ C. The City intends to ensure that all employers have clear guidance on when they can inquire about criminal records of job applicants, in an effort to provide predictability, certainty, and fairness to both employers and job applicants.
- ~~((C))~~ D. The City intends to assure employers that they may still conduct criminal background checks necessary for their specific employment purposes, and to set certain minimum and non-intrusive standards for doing so.
- ~~((D))~~ E. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City by its officers, employees or agents.
- ~~((E))~~ F. Nothing in this chapter shall constitute or be construed to create a private right of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane municipal court.
- ~~((F))~~ G. Nothing in this chapter shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

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Section 3. That section 9.02.030 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.030 Definitions

- A. "Arrest or Conviction Record" means any record or information about a citation or arrest for criminal conduct, including records relating to probable cause to arrest, and includes any record about a criminal or juvenile case filed with any court, whether or not such a case resulted in a finding of guilt, has been vacated, or overturned on appeal.
- B. "Employment" means any individual occupation, vocation, job, or work for pay, including temporary or seasonal work, and work through the services of a temporary or other employment agency.
- C. "Employer" means any individual, partnership, association, corporation, business trust, contractor, temporary staffing agency, training and apprenticeship program, job placement, referral and employment agency, or any person or group of persons acting directly or indirectly and within the city limits of Spokane, in the interest of an employer in relation to an employee; provided, however, that the term "employer" does not include: (i) the City of Spokane (which is covered under chapter 09.03, SMC); (ii) the United States, any agency or instrumentality of the United States, or any corporation wholly owned by the government of the United States; (iii) the State of Washington; (iv) Spokane County; or (v) any federally-recognized Indian tribe.
- D. "Homelessness" means not having a fixed or regular residence, including the state of being homeless or unhoused, living on the streets, in a shelter, or in a temporary residence.
- E. "Housing status" means the question whether a specific individual is experiencing homelessness.
- ~~(D)~~ F. "Otherwise qualified" means that the applicant meets the basic criteria for the position as set out in the advertisement or job description without taking into account the existence or absence of a criminal conviction or arrest record.

Section 4. That section 9.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.040 Applicability

- A. This chapter does not apply:
 - 1. to any employer hiring an employee who will have unsupervised access to children under the age of eighteen, a vulnerable adult as defined in RCW 74.34.020(21), or a vulnerable person as defined in RCW 9.96A.060;
 - 2. to employers who are expressly permitted or required under any federal or Washington state law to inquire into, consider, or rely on information about an applicant's arrest or conviction record for employment purposes;
 - 3. to any General Authority Washington law enforcement agency as defined in RCW 10.93.020(1); or

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4. where criminal background checks are specifically permitted or required under state or federal law.
- B. Nothing in this chapter shall be construed to protect criminal conduct.
- C. Nothing in this chapter shall be interpreted or applied as imposing an obligation on the part of an employer to provide accommodations or job modifications in order to facilitate the employment or continued employment of an applicant with an arrest or conviction record or who is facing pending criminal charges.
- ~~(G)~~ D. Nothing in this chapter prohibits an employer from declining to hire an applicant with a criminal record or from terminating the employment of an employee with a criminal record.
- E. Nothing in this chapter shall be interpreted or applied as imposing an obligation on the part of an employer to provide accommodations or job modifications in order to facilitate the employment or continued employment of an individual experiencing homelessness.
- F. Nothing in this chapter prohibits an employer from declining to hire an applicant experiencing homelessness or from terminating the employment of an employee experiencing homelessness.

Section 5. That section 9.02.050 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.050 Prohibition

- A. No employer shall:
1. advertise applicable employment openings in a way that excludes people with arrest or conviction records from applying, such as using advertisements which state “no felons,” “no criminal background,” or which otherwise convey similar messages; provided, employers may advertise the requirement for a criminal history inquiry and/or background check during or after the interview process as long as such advertisement does not state that an arrest or conviction record will automatically preclude the applicant from consideration for employment;
 2. include any question in an application for applicable employment, inquire orally or in writing, receive information through a criminal history background check, or otherwise obtain information about an applicant’s arrest or conviction record prior to an in-person, telephonic, or video interview or received a conditional offer of employment;
 3. use, distribute, or disseminate an applicant’s or employee’s arrest or conviction record except as required or otherwise allowed by law;
 4. disqualify an applicant from applicable employment prior to an in-person, telephonic, or video interview solely because of a prior arrest or conviction unless the conviction is related to significant duties of the job or disqualification is otherwise allowed by this chapter; ~~((e))~~

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5. reject or disqualify an applicant for failure to disclose a criminal record prior to initially determining the applicant is otherwise qualified for the position((-));
 6. reject or disqualify an applicant based solely on their housing status unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job and such rejection or disqualification does not otherwise violate state or federal employment laws or regulations;
 7. include any question in an application or inquire orally or in writing related to housing status; provided, it shall not be a violation of this section for an employer to include an opportunity for an applicant to provide a mailing address or other means of contacting an applicant as part of the application process.
- B. Nothing in this chapter prohibits an employer from inquiring into or obtaining information about a job applicant's criminal conviction or arrest record or background, and considering the information received regarding such record during an in-person, telephonic, or video interview, or after the conclusion of such a job interview, or after a conditional offer of employment, and using such information in a hiring decision.

Section 6. That section 09.03.010 of the Spokane Municipal Code is amended to read as follows:

Section 09.03.010 Purpose and Intent

The City of Spokane intends to ensure that its hiring practices for City employment provide applicants who are experiencing homelessness or who have criminal arrest or conviction records an equal opportunity to obtain employment with the City. ~~((This chapter is intended to implement guidance first published by the Equal Employment Opportunity Commission ("EEOC") over two decades ago and last updated in 2012, to ensure that the City of Spokane fully complies with federal law)).~~

Section 7. That section 09.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 09.03.020 Statement of Policy

- A. No person may be disqualified from employment with the City due solely, or in part, to the existence of a prior criminal arrest or conviction, or prior felony conviction that occurred within the past ten (10) years, unless the crime for which the individual was convicted directly relates to the job position sought.
 - B. No person may be disqualified from employment with the City due solely, or in part, to their housing status unless it directly relates to the job position sought, or poses a potential risk to the City and its employees, residents, customers, and contractors.
- ~~((B))~~ C. The City of Spokane's use of applicant criminal arrest and conviction information will be based solely on the relationship between the past felony conviction and the potential risk to the City and its employees, residents, customers, and contractors.

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((☹)) D. The City of Spokane will at all times comply with any federal or state law or regulation pertaining to background checks.

Section 8. 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 9. 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

Assistant City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C-36549

An ordinance relating to the human rights and basic dignity of individuals experiencing homelessness; amending sections 18.01.010, 18.01.020, 18.01.030, 18.01.050, 18.02.010 and 18.03.010 of the Spokane Municipal Code; and enacting a new Section 18.05.040 of the Spokane Municipal Code.

WHEREAS, the City of Spokane knows the issue of homelessness is one of the most pressing and complex situations encountered by our society; and

WHEREAS, in developing public policy to address homelessness, emphasis should be given to attending to the basic needs of the homeless and unhoused while preserving the dignity of these individuals in their circumstances; and

WHEREAS, unhoused and homeless individuals represent a diverse range of ages, education and backgrounds, and vary in their unmet basic needs, talents and dreams, and but all are possessed of inner and outer strengths that can be harnessed to improve their situation and benefit society as a whole; and

WHEREAS, homelessness threatens healthy community living among people, and as it grows it can generate and heighten attitudes of insensitivity, contempt, harshness, shunning, and

WHEREAS, the basic human and legal rights of the unhoused and homeless are frequently infringed because of such attitudes; and

WHEREAS, respect for the dignity of human beings and equality before the law are principles which are fundamental and nonexpendable to guarantee the common good and healthy community living as a people; and

WHEREAS, the City of Spokane should reassert its commitment to the constitutional principle that all people are equal before the law and that there must be no discrimination whatsoever on the basis of protected status as recognized in state and federal law, and in the Spokane Municipal Code; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 18.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.010 Findings

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

Section 2. That section 18.01.020 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.
- C. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.
- D. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.
- E. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical

disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.

- F. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.
- G. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.

Section 3. That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.030 Definitions

- A. "Commission" means the Spokane Human Rights Commission.
- B. "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.
- ~~(B)~~ C. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- ~~(C)~~ D. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or
 - 3. is perceived to exist whether or not it exists in fact.
 - 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply

or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions or employment; or

b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.

5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.

6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.

~~((D))~~ E. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

~~((E))~~ F. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.

~~((F))~~ G. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.

~~((G))~~ H. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an

individual who is seeking or applying for employment. This definition does not include independent contractors.

((H)) I. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.

((I)) J. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.

((J)) K. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.

((K)) L. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.

((L)) M. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((M)) N. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

O. "Housing status" means the status of having or not having a fixed or regular residence, including, but not limited to, the status of being homeless or unhoused, living on the streets, living in an automobile or in a shelter or a temporary residence.

((N)) P. "Impairment" includes, without limitation, any:

1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

((Q)) Q. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.

((P)) R. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

((Q)) S. "Marital status" means the status of being married, single, separated, divorced or widowed.

((R)) T. "National origin" includes ancestry.

((S)) U. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

((T)) V. "Person" includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and
4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

~~((U))~~ W. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

~~((V))~~ X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

~~((W))~~ Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

~~((X))~~ Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

((Y)) AA. "Sex" means gender.

((Z)) BB. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((AA)) CC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 4. That section 18.01.050 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.050 Administration

A. Initiation.

An individual claiming to be aggrieved by a practice prohibited by SMC 18.01.040, chapter 18.02 SMC, ((e)) chapter 18.03 SMC, or SMC 18.05.040 may, within the time limit of SMC 18.01.070, file a complaint with the commission on forms made available for the purpose by commission staff.

B. Complaint.

A complaint filed by a person claiming to be aggrieved by a practice prohibited by SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040 shall be immediately forwarded by the commission for review by the City or an agency or organization with which the City maintains a contractual relationship for the purpose of reviewing such complaints (referred to in this section as the “reviewing agency”), to determine whether the allegations stated on the face of the complaint, if true, would be a prohibited practice as stated in SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040. Complaints shall be processed as follows:

1. The reviewing agency shall review the factual allegations of the complaint, interview the complainant, and take a statement from the complainant.
2. The reviewing agency then interviews the person accused of discrimination and documents that interview in a writing.
3. The reviewing agency shall also, if applicable, interview all participants and witnesses having relevant information regarding the allegation of discrimination, and document those interviews in writing.
4. If, as the result of the interviews described in subsections 1-3 of this paragraph B, the reviewing agency determines that the complaint states a violation of this chapter, the reviewing agency shall communicate that determination in writing to the complainant and the city attorney’s office, with a copy to the commission.
5. If the reviewing agency determines that the complaint does not state a violation of SMC 18.01.040, chapter 18.02 SMC, ~~((or))~~ chapter 18.03 SMC, or SMC 18.05.040, the complaint shall be dismissed immediately.
6. Complaints that claim a violation of state or federal law shall be referred to the appropriate state or federal agency.
7. Complaints that claim a violation of a prohibited practice established only in this Title 18 shall be referred to a Washington State Dispute Resolution Center established under chapter 7.75, RCW, or by a mediator agreed upon by all parties, within thirty days of the filing of the complaint. Mediation sessions are not open to the public. If the mediation resolves the complaint, the mediator will notify the City of the resolution and the complaint file will be closed.
8. Complaints that are not resolved through mediation shall be submitted to the City Prosecutor for a determination as to the filing of a civil infraction pursuant to chapter 1.05 SMC.

C. Administrative appeal.

Any person whose complaint has been dismissed pursuant to SMC 18.01.050 B(5) may appeal the dismissal to the hearing examiner, who shall review the complaint and the decision to dismiss

the complaint under an abuse of discretion standard of review. The hearing examiner may affirm the dismissal, reverse the dismissal, or remand the complaint to be processed as set forth in SMC 18.01.050(B).

D. Judicial review.

Any person who is aggrieved by the decision of the hearing examiner on administrative appeal under this section may institute an action for judicial review in the Superior Court pursuant to RCW 49.60.330.

E. The commission and its staff shall prioritize its resources to focus on resolving complaints which are not within the jurisdiction of government or non-profit agencies other than the commission.

~~((F. The City shall not take any enforcement action based on discrimination due to the use of "housing choice or other subsidy program or alternative source of income" as defined in this Title 18 before September 1, 2017. The City Council shall name an ad hoc stakeholder group to make recommendations to the City Council for amendments to Chapter 18.03 SMC, concerning the use of housing choice or other subsidy programs or alternative sources of income.))~~

Section 5. That section 18.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.02.010 Employment

- A. No person shall discriminate by refusing to hire, employ or promote, by barring or discharging from employment, in compensation or terms, conditions or privileges of employment, unless discrimination results from a bona fide occupational requirement reasonably necessary to the normal operation of the employer's business.
- B. No person shall discriminate by printing or circulating, or by causing to be printed or circulated, any statement, advertisement or publication, or by using any employment application form, or by making an inquiry in connection with prospective employment which expresses, directly or indirectly, any discriminatory limitation or specification, unless such limitation or specification is based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business, or unless otherwise provided by state or federal law.
- C. No person shall discriminate by classifying or referring for employment, or by failing or refusing to refer for employment, or otherwise, unless such classification or referral results from a bona fide occupational requirement reasonably necessary to the normal operation of the employer's business, or where such classification or referral is allowed under state or federal law~~((;))~~.

D. No person shall reject or disqualify an applicant for employment solely because the individual does not have a fixed or regular residence, or because the individual is homeless or unhoused, or because the individual lives on the street, in an automobile, in a shelter, or in a temporary residence, unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job and such rejection or disqualification does not otherwise violate state or federal employment laws or regulations.

Section 6. That section 18.03.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.03.010 Prohibited Practices

- A. It is a violation of this chapter for any person to discriminate by:
1. refusing to sell, lease, rent or otherwise make available any offered real property;
 2. expelling a purchaser, lessee or renter from any real property;
 3. altering the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property, or in the furnishing of any facilities or services in connection with real property;
 4. attempting to discourage the sale, rental or lease of any real property to a purchaser, lessee or renter;
 5. publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or lease of real property which indicates any preference, limitation or specification with respect thereto;
 6. assisting, inducing, compelling or coercing another person to commit an act or engage in a practice that violates this subsection;
 7. coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having aided or encouraged any other person in the exercise of, any right granted or protected by this subsection.
- B. No person whose business includes engaging in residential real estate related transactions may discriminate in making available or in the terms and conditions of such a transaction. "Residential real estate related transaction" means the making or purchasing of loans or providing other financial assistance for purchasing, construction, improving, repairing or maintaining a dwelling or securing residential real estate, or the selling, brokering or appraising of residential real property.
- C. No real estate licensee may accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease.

- D. No person may for profit induce or attempt to induce any other person to sell or rent any dwelling by representations regarding entry or prospective entry into the neighborhood of a person or person of a particular race, religion, creed, color, sex, national origin, marital status, familial status, housing status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, or the presence of any sensory, mental or physical disability as defined by the American with Disabilities Act and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW.

Section 7. That there is enacted a new section 18.05.040 of the Spokane Municipal Code to read as follows:

Section 18.05.040 Human Rights of Individuals Experiencing Homelessness

No person's rights, privileges, or access to public services and accommodations may be denied or abridged in violation of applicable laws solely because of their housing status. Such a person shall enjoy the same rights, privileges, and responsibilities as any other resident of the City of Spokane. A person experiencing homelessness:

1. Has the right to equal treatment by all municipal agencies, without discrimination on the basis of housing status;
2. Has the right not to face discrimination while seeking or maintaining employment in the City of Spokane based on the person's housing status, lack of permanent mailing address, or having a mailing address of a shelter or social service provider unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job;
3. Has the right to be free from unreasonable searches of their person or property when seeking or receiving comprehensive support services, including shelter services; and
4. Has the right to retain control of their personal papers and other essential personal property when seeking or receiving comprehensive support services, including shelter services, subject only to the City's Encampment Policy as enforced in the interest of the safety of city employees, personal property rights and general health and welfare of public and its infrastructure.

Section 8. 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 9. 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;

ORD C36549 (DILLON NAVARRETE AMENDMENT) (08-08-24)

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

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

8/8/2024

Clerk's File #

ORD C36567

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

OMBUDSMAN - POLICE

Bid #

Contact Name/Phone

BART LOGUE 625-6743

Requisition #

Contact E-Mail

BLOGUE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0030 - ORDINANCE AMENDING OMBUDSMAN NAME

Agenda Wording

Ordinance amending the title of the Office of Police Ombudsman to Office of the Police Ombuds

Summary (Background)

The Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Per Section 129(D) of the Charter, the City Council enacted SMC Chapter 04.32 relating to the Office of Police Ombudsman and the Police Ombudsman Commission. This ordinance changes the name "Ombudsman" to "Ombuds" throughout the statutory provisions and clarifies the definition of "OPO" in current code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ NA

Current Year Cost \$ NA

Subsequent Year(s) Cost \$ NA

Narrative

No fiscal impact

Amount

Budget Account

Select \$

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Select \$

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Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Office of the Police Ombudsman
Contact Name	Bart Logue
Contact Email & Phone	blogue@spokanecity.org / 509-625-6743
Council Sponsor(s)	Dillon, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Change on OPO Funding and Name Update
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 Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Section 129(D) of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and accordingly, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission.</p> <p>It is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code. This ordinance would change the name of the “Ombudsman” to “Ombuds” throughout the statutory provisions relating to the OPO and OPOC.</p> <p>The current ordinance does not include a clear definition of “OPO.” This ordinance amends SMC 04.32.120 to provide a definition.</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: Not Applicable</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 checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None identified</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? <p style="text-align: center;">The proposed name change would benefit the OPO’s outreach efforts by codifying a name that is more easily understood and gender neutral.</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?

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?

This proposal would make the OPO name gender neutral, consistent with city practice to make SMC provisions gender neutral.

Council Subcommittee Review

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

No applicable subcommittee.

ORDINANCE NO C36567

An ordinance renaming the Office of Police Ombudsman and the Office of Police Ombudsman Commission, and amending Sections 04.32.010 through 04.32.040, Sections 04.32.060 through 04.32.110, Section 04.32.130, and Sections 04.32.150 through 04.32.160 of the Spokane Municipal Code.

WHEREAS, the Office of Police Ombudsman and the Police Ombudsman Commission were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter; and

WHEREAS, Section 129.D of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and

WHEREAS, pursuant to Section 129.D of the Spokane City Charter, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission; and

WHEREAS, it is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code; and

WHEREAS, it is the desire of the City Council to amend the Ombudsman title to reflect the current trend toward gender-neutral titles.;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.32.010 of the Spokane Municipal Code is amended to read as follows:

Chapter 04.32 Office of the Police ((~~Ombudsman~~)) Ombuds (OPO)

Section 04.32.010 Office of ((~~Ombudsman~~)) the Ombuds

- A. The office of the police ((~~ombudsman~~)) ombuds (OPO) is established in order to:
1. help ensure that investigation of complaints against police officers are accomplished in a timely, fair, and thorough manner;
 2. provide visible, professional, independent civilian oversight of police officers;
 3. provide policy makers with recommendations on improvements to police policies, procedures, training and to improve the quality of police investigations; and
 4. reassure the public that investigations into complaints and allegations of police misconduct are conducted in a timely, thorough, and objective manner.

- B. The police ((~~ombudsman~~)) ombuds and any employee of the OPO must, at all times, be totally independent. Any findings, recommendations, and requests made by the OPO must reflect the independent views of the OPO with the support of the OPO Commission.
- C. No person shall attempt to unduly influence or undermine the independence of the police ((~~ombudsman~~)) ombuds, or any employee of the OPO, in the performance of the duties and responsibilities set forth in this chapter.

Section 2. That Section 04.32.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.020 Definitions

- A. "Chief" means the chief of the Spokane police department.
- B. "Commission" means the office of the police ((~~ombudsman~~)) ombuds commission.
- C. "Complainant" means any person who files a complaint against any commissioned member of the Spokane police department.
- D. "Complaint" means a complaint by any person of alleged police misconduct.
- E. "Designee" means a commissioned member of the Spokane Police Department.
- F. "Finding" means a conclusion reached after investigation.
- G. "IA" or "internal affairs" means the Spokane police department's investigative unit, whose responsibilities and procedures are described in the Spokane police department's Policy and Procedure Manual, as amended from time to time, to receive and investigate allegations of misconduct by Spokane police department employees.
- H. "Material to the outcome," "material statement," and "material fact" are those facts, evidence, or statements which tend to influence the trier of fact because of its logical connection with the issue. It is a fact which tends to establish any of the issues raised by the complaint or the defenses to the complaint.
- I. "Mediation" means a private, informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.
- J. "Member" means a sworn employee of the Spokane police department about whom a complaint has been submitted to the Spokane police department or the OPO.
- K. "Misconduct" means conduct by a member during an encounter with a citizen, which conduct violates Spokane police department policies, procedures and/or canons of ethics.

L. “OPO” means the Police Ombuds appointed pursuant to this chapter and any employee of the OPO.

((L)) M. “OPO Involved Investigation” means an IA investigation where the complaint giving rise to the investigation, whether made to the police department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.

((M)) N. “Policy-related issue” means a topic pertaining to the Spokane police department’s hiring and training practices, the Spokane police department’s policies and procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular officer’s conduct.

((N)) O. “Serious matter” means any complaint that could lead to suspension, demotion, or discharge.

Section 3. That Section 04.32.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.030 Functions and Duties

The functions and duties of the OPO are as follows:

A. The OPO will actively monitor all police department OPO Involved Investigations as provided herein.

B. The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the OPO is unable to determine whether the matter should be forwarded to IA, the OPO may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the OPO. In the event the OPO is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the OPO to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

If the OPO determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the OPO's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the OPO determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the OPO determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within three business days for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but may participate in all OPO Involved Investigation interviews and request that further investigation be conducted by IA as provided herein.

- C. In addition to complaints received by the OPO, IA will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention consistent with the police department's record retention policy but will have subsequent access to closed cases.
- D. The OPO will have the opportunity to make a recommendation for mediation to the chief of police prior to investigation. In the event the department, the complainant, and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline, and no disciplinary finding will be entered against the officer. Good faith means that the officer listens to all information presented and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.
- E. Once any complaint is received by IA, including those forwarded to IA from the OPO, it shall be submitted to the chain of command for review per existing police department policy. When either the chief or his or her designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigation process for OPO Involved Investigations as follows:
 - 1. Internal affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO may attend and observe interviews in person or by telephone and will be given the opportunity to ask questions

during the interview and after the completion of questioning by the department. The OPO will not participate in criminal investigations of department employees, but will be notified when the criminal investigation is concluded.

2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was timely, thorough and objective.
- F. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality, or materiality of the requested further investigation, the OPO will notify the chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. The chief (or designee) will determine whether further investigation will be undertaken by IA. The chief (or designee) will provide his or her determination to the OPO in writing.

If the OPO is not satisfied with the determination of the chief, the OPO's request for further investigation may be presented to the commission, whose decision will be final. The decision of the commission will be based upon the OPO's written request and the chief's (or designee's) written response. Once the matter has been referred to and resolved by the commission, the IA investigation will be completed consistent with the determination by the commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation, if the commission determines and specifically describes in writing how the IA investigation was not completed consistent with the commission's decision, the commission may again direct IA to complete the further investigation in the OPO's request, or the commission may publish a report stating what further investigation in the OPO's request the commission believes was not completed by IA. If the OPO has not yet made a certification decision, a certification decision shall be made by the OPO. In addition to its report, the commission may direct the OPO or a third-party investigator to complete the further investigation requested by the OPO; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the commission contracts for a third-party investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The OPO or third-party investigator may request, but not require, participation by police officers in the investigation. Once the OPO or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the

department and does not in any way comment on officer discipline (or lack thereof). The further investigation and/or the commission's report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO or third-party investigation.

After completion of the further investigation by IA, or the conclusion, by IA or the commission, that no further investigation by IA will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was timely, thorough and objective. This determination will be made within five business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

- G. The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within fourteen days. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (E). The decision of the commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable opportunity to undertake the investigation, if the commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the commission's decision, the commission may again direct IA to undertake an investigation, or the commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation, so long as the report does not identify specific members of the department and does not in any way comment on officer discipline (or lack thereof). Any released investigation will not identify specific members of the department. The OPO's investigation and/or report may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO investigation.
- H. All disciplinary decisions will be made by the chief (or designee). The OPO shall not have a role in any disciplinary matter.
- I. The OPO will be provided a copy of any letter or other notification to an officer informing the officer of actual discipline imposed as a result of an internal affairs

investigation, or any notice of finding in the event that the complaint is not sustained.

- J. The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the department's written notice of finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.
- K. Any complaining party who is not satisfied with the findings of the department concerning their complaint may contact the office of the police (~~ombudsman~~) ombuds to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.
- L. Once the OPO has made a certification decision and the chief has made a final determination on the case, the OPO shall publish a closing report that summarizes the complaint, the OPO Involved Investigation, and the findings. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.
- M. In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the chief of police in specific cases.
- N. The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices, including the IA investigation process. The OPO may independently investigate any non-disciplinary matter necessary to enable the OPO to issue policy and procedure recommendations. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. If required by law, the City will engage in collective bargaining prior to adopting any such recommendations.

- O. The OPO shall not have access to legally privileged documents held by the city attorney or attorney-client communications held by the city attorney's clients. The OPO shall not disclose confidential records and shall be subject to the same penalties as the legal custodian of the records for any unlawful or unauthorized disclosure.
- P. The police (~~ombudsman~~) ombuds may propose rules and procedures required for the discharge of the police (~~ombudsman's~~) ombud's duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations to the commission. The OPO's rules and procedures must be consistent with state law and the collective bargaining agreement between the city and police guild. The OPO may not levy any fees for the handling of complaints or any other duties identified in this chapter.
- Q. Complaints against the (~~ombudsman~~) ombuds shall be directed to and investigated by the commission, with the assistance of the City's human resources department. Out of interests in comity, the OPO shall strive to let other entities perform any investigation of the Chief of Police.

Section 4. That Section 04.32.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.040 Critical Incidents

In the event an employee of the police department is involved as a principal, victim, witness, or custodial officer, where death or serious bodily injury results, or where deadly force was used regardless of whether any injury or death resulted, the (~~police ombudsman~~) OPO shall be notified immediately and shall act as an observer to any administrative or civil investigation conducted by or on behalf of the department. The police (~~ombudsman~~) ombuds and the chief shall develop necessary protocols for summoning the (~~ombudsman~~) ombuds to the incident for purposes of first-hand observation and subsequent monitoring of the investigation.

Section 5. That Section 04.32.060 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.060 Qualifications

The minimum qualifications for the position of the police ombuds are:

- A. legal, investigative, or prosecutorial experience within the five years prior to appointment;

- B. recent or current familiarity with police procedures within the five years prior to appointment;
- C. demonstrated ability to review investigations to ensure they are thorough and unbiased;
- D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;
- E. demonstrated ability to work with confidential information;
- F. a record of community involvement;
- G. an ability to build working relationships with and communicate effectively with diverse groups;
- H. established reputation for even-handedness in dealing with both complainants and the regulated parties and
- I. be a resident of Spokane County or become a resident of Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

Section 6. That Section 04.32.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.070 Training

The police ((~~ombudsman~~)) ombuds shall continue his or her professional education throughout the period of employment as the ((~~ombudsman~~)) ombuds in subjects consistent with the responsibilities of employment. At a minimum, such training shall include:

- A. a training program in police procedures and orientation to the Spokane police department, including at least one ride-along with police within six months of appointment and at least two ride-alongs each year;
- B. attend the police department's Reserve Academy, or other similar training program, within one year of appointment, however, such training shall not result in a police commission,
- C. attend police department in-service training regarding current training and policy and procedure updates, as well as specialized training; and
- D. pursuit of certification from the National Association of Civilian Oversight of Law Enforcement (NACOLE) during the term of his or her appointment.

Section 7. That Section 04.32.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.080 Appointment

- A. Whenever there is a vacancy in the police ((~~ombudsman~~)) ombuds position due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission shall, no later than the next regular meeting following its receipt of notice of the vacancy, convene a selection committee which shall consist of five members, and which shall forward to the commission its recommended list of no more than three candidates for the police ((~~ombudsman~~)) ombuds position, one of which shall be selected. The committee shall be composed of:
1. one member appointed by the Spokane Police Officers Guild,
 2. one member appointed by the Lieutenants and Captains Association,
 3. one member appointed by the city council,
 4. one member appointed by the mayor, and
 5. the fifth member selected by the other four members.
- B. The five member selection committee will select the committee's chair.
- C. The commission shall, within forty-five (45) days of its receipt of notice of a vacancy in the police ((~~ombudsman~~)) ombuds position, appoint an interim police ((~~ombudsman~~)) ombuds for a term not to exceed twelve (12) months. Should a permanent ((~~ombudsman~~)) ombuds not be selected and hired within the term of the interim police ((~~ombudsman~~)) ombuds, the commission may, with the prior approval of the city council, extend the interim police ((~~ombudsman~~)) ombuds' term for six (6) months. If the commission fails to appoint an interim ((~~ombudsman~~)) ombuds, the city council shall appoint an interim ((~~ombudsman~~)) ombuds, to serve until the permanent police ((~~ombudsman~~)) ombuds is hired.
- D. In order to remain prepared for future vacancies, the commission should maintain a list of applicants for the positions of interim and permanent police ((~~ombudsman~~)) ombuds from which future interview pools can be drawn.
- E. Any period of service as interim police ((~~ombudsman~~)) ombuds, by itself, shall not disqualify the person holding that office from being considered for the permanent police ((~~ombudsman~~)) ombuds position.
- F. The selection committee shall, according to its own process and organizing principles, forward a list of no more than three (3) qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds to the commission no later than one hundred twenty (120) days from the committee's formation. For purposes of this section, the "committee's formation" occurs when the final member of the committee is seated.
- G. No later than sixty (60) days after receiving the selection committee's list of qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds, the commission shall select one of the individuals on the list for appointment as permanent police ((~~ombudsman~~)) ombuds .

Section 8. That Section 04.32.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.090 Term

- A. The appointment of the police (~~((ombudsman))~~) ombuds shall be for an initial three-year term.
- B. A current police (~~((ombudsman))~~) ombuds may be reappointed for additional terms not to exceed three years upon reappointment by the commission. If commission does not approve the reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.

Section 9. That Section 04.32.100 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.100 Removal

- A. The police (~~((ombudsman))~~) ombuds may not be removed from office during his or her term except for misconduct, inefficiency, incompetence, inability or failure to perform the duties of the office, negligence in the performance of the duties or failure to complete the requisite training. Compliance with the confidentiality provisions of this chapter is a condition of employment for all employees of the OPO. Inadvertent, de minimus disclosures shall not be considered a violation of this section.
- B. In such cases that warrant removal from office, removal shall be by a resolution adopted by a majority of the full commission subsequent to a public hearing by the commission.
- C. Nothing contained herein shall prevent the commission from declining to approve an appointment or reappointment.

Section 10. That Section 04.32.110 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.110 Reporting Requirements

- A. The police (~~((ombudsman))~~) ombuds reports, for administrative and executive functions, directly to the commission.
- B. The police (~~((ombudsman))~~) ombuds is not an employee of the Spokane police department and shall work independently from the Spokane police department.
- C. The police (~~((ombudsman))~~) ombuds shall make monthly reports jointly to the commission, the mayor, the police chief, and the Public Safety Committee

regarding the activities of the OPO. In addition, the police (~~(ombudsman)~~) ombuds shall make an annual report to the city council during a council meeting. The report shall contain:

1. statistical analysis documenting the number of complaints by category, disposition, and action taken;
2. analysis of trends and patterns;
3. recommendations.

Section 11. That Section 04.32.130 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.130 Annual Review of Office of the Police (~~(Ombudsman)~~) Ombuds

Subsequent to the annual report to the city council from the police (~~(ombudsman)~~) ombuds, the City shall review the OPO program to determine if amendments to this chapter or changes to the program are required.

Section 12. That Section 04.32.150 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.150 Office of the Police (~~(Ombudsman)~~) Ombuds Commission

- A. That an office of the police (~~(ombudsman)~~) ombuds commission (“commission”) be created consisting initially of five members.
- B. General Duties.

In addition to other duties enumerated in this chapter, the commission shall:

1. Appoint, reappoint and potentially remove the police (~~(ombudsman)~~) ombuds (OPO) pursuant to SMC 4.32.080 through 4.32.110;
2. Approve annual and long term goals of the OPO;
3. Approve OPO procedures and best practices;
4. Approve the OPO annual report;
5. Approve OPO recommendations regarding changes in police department policies and training;
6. Approve OPO rules and procedures required for the discharge of OPO duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions

and recommendations. The rules and procedures approved by the commission shall be consistent with Washington state law and comply with the collective bargaining agreement between the city and the police guild.

7. Conduct and approve evaluations of the OPO and OPO personnel;
8. Request that the OPO examine or re-examine specific non-disciplinary policy or procedure issues and confirm or reject OPO requests for additional investigation by IA;
9. Assist OPO personnel in communicating with Spokane's diverse communities and the general public about the complaint filing and investigation process;
10. Make readily available to the public all commission reports, recommendations, and evaluations; and
11. Prepare and present an annual report to the city council.

C. Selection of Members.

1. Two members shall be nominated by the mayor and appointed by city council; and,
2. One member from each of the three city council districts nominated and appointed by city council.
3. The commission may, at any time, determine that more members are necessary to carry out the duties of the commission. Upon unanimous vote of all commission members and majority approval by the city council pursuant to an amendment to this section, additional members may be added to the commission two members at a time:

((4)) a. One additional member nominated by the mayor and appointed by city council; and,

((2)) b. One additional member nominated appointed by city council.

D. Officers.

The commission members shall annually choose their own chair and vice-chair, who will serve from January 1st through December 31st, and shall serve in that position for no more than three consecutive one-year terms. The chair (and vice-chair in the absence of the chair) will set the agenda for meetings, facilitate the meetings, speak on behalf of the commission and call any special meetings.

E. Qualifications.

1. Members of the commission shall be volunteers who immediately, prior to appointment, shall be:
 - a. A current resident of the city of Spokane;
 - b. Of the age of twenty-one years or older;
 - c. Able to pass an in-depth background investigation and have no convictions for crimes involving dishonesty or moral turpitude within the past seven years; and
 - d. Neither a current or former employee of the City of Spokane or Spokane police department, nor an immediate family member of a current City of Spokane or Spokane police department employee.
 - e. Able to establish a reputation for even-handedness in dealing with both complainants and the regulated parties.
2. The following characteristics shall be considered during the appointment process:
 - a. An absence of any real or perceived bias, prejudice, or conflict of interest;
 - b. A record of community involvement;
 - c. A demonstrated ability to be fair, impartial and unbiased;
 - d. An ability to build working relationships and communicate effectively with diverse groups;
 - e. Education, professional and/or personal experience including but not limited to judicial, legal, investigative, mental health and law enforcement experiences with the exception that a commission member shall not have been a law enforcement officer for two years prior to his or her appointment;
 - f. Contribute to the diversity of the commission so that the makeup of the commission reflects the diversity of the people most likely to have contact with members of the police department, including geographic, racial and disability diversity.
3. All commission members shall be required to sign a confidentiality statement confirming as a condition of service that they will not release the

name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimus disclosures shall not be considered a violation of this section.

4. All commission members shall complete a ride-along with the police within six months of appointment. The police department shall make additional training available to commission members, including annual ride-alongs, the Reserve Academy, or other similar training programs, and department in-service training. Such training shall not result in a police commission.

F. Terms of Office.

1. Each commission member shall serve a three-year term and is eligible for re-appointment, except that no member shall be re-appointed after serving three consecutive full three-year terms.
2. The initial commission members will have staggered terms, with three members serving three years and two members serving two years.
3. A vacancy that occurs during the term of a member shall be filled in the same manner as the original appointment, and the appointee shall serve for the remainder of the expired term.
4. Each member shall continue to serve in such capacity until the member's successor has been duly appointed and is acting, provided, however, that the period shall not exceed ninety days past the expiration of the member's term.

G. Expectations.

1. Commission members shall participate in an appropriate training program to be established by the commission, the chief of police and/or the OPO so that they shall possess the knowledge to perform their duties.
2. Members of the commission shall agree in writing that they are subject to the City of Spokane code of ethics contained in chapter 1.04 SMC and an appropriate confidentiality agreement to be developed by the OPO and reviewed and maintained in collaboration with the commission.

H. Liability

It is the intent of the City that the commission members be free from personal liability for acts taken within the course and scope of carrying out their official duties and functions. The city will therefore defend and indemnify members to the maximum extent permitted under the city's insurance program and indemnification policy.

I. Removal.

A member of the commission may be removed from office by the city council prior to the normal expiration of his/her term for consistent failure to perform commission member duties, for having a real or perceived bias, prejudice or conflict of interest, or for violating the statement of principles, code of conduct, or confidentiality agreement.

J. Meetings and Procedures.

1. The commission may appoint from its membership committees as necessary to perform its duties.
2. Commission members are expected to maintain a minimum of seventy-five percent meeting attendance on an annual basis.
3. The commission shall hold regular meetings with an opportunity for public comment at least quarterly, and the commission and its committees may hold additional meetings as necessary.
4. No business of the commission shall be conducted at a meeting without at least a quorum of three members.
5. All actions of the commission shall be made upon a simple majority vote of the members present.
6. Meetings of the commission shall be open to the public except when the commission has determined a closed executive session, in accordance with RCW 42.30.110, is necessary in order to carry out its business.
7. The commission shall prepare and present an annual report to the city council that:
 - a. Summarizes the commission's activities, findings, and recommendations during the preceding year;
 - b. Summarizes the OPO's recommendations for changes to the police department's policies, procedures and training during the preceding year;
 - c. Evaluates the work of the OPO, including whether the OPO is performing required duties.
8. The commission shall evaluate the performance of the OPO. In doing so, the commission:

- a. Shall establish criteria by which to evaluate the work of the OPO;
 - b. Shall review, comment on and assist in maintaining policies, procedures and operating principles for the OPO;
 - c. Shall monitor status reports from the OPO; and
 - d. May conduct periodic evaluations of the complaint intake and handling system to identify process improvements and/or ensure complaints are being treated fairly with due diligence.
9. The commission's policies and procedure required for the discharge of its duties shall be consistent with Washington state law and the collective bargaining agreement between the city and police guild.
10. The commission shall have no involvement concerning discipline for specific cases or officers.

Section 13. That Section 04.32.160 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.160 Funding

The city council shall maintain funding necessary to appropriately staff the office of the police (~~((ombudsman))~~) ombuds and the commission, including adequate staff to enable to (~~((ombudsman))~~) ombuds to perform the required duties and responsibilities of the office as well as providing staff assistance to the police (~~((ombudsman))~~) ombuds commission.

Section 14. 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 15. 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