

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 19, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of May 19, 2025:**

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 531 35378; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 16, 2024, and ending at 6:00 p.m. on Monday, May 19, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on May 19, 2025. 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 relate to the final, updated draft, or draft 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).

# THE CITY OF SPOKANE



## UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MAY 19, 2025

### **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 MICHAEL CATHCART**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER LILI NAVARRETE**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

**Please note the space in username.**

Both username and password are case sensitive.



## **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*

# AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- 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 name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are 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 testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.

**CITY COUNCIL AGENDA:** The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

# **AGENDA REVIEW 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**

**DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE DRAFT AGENDA**

**CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(Council Reconvenes in Council Chamber)**

**LAND ACKNOWLEDGEMENT**

**PLEDGE OF ALLEGIANCE**

**POETRY AT THE PODIUM, 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)**

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## NO BOARDS AND COMMISSIONS APPOINTMENTS

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### 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 from Dana Safety Supply (Greensboro, NC) of 86 Angel Armor ballistic door panels for various SPD Vehicles using previously accepted JAG grant funding—\$79,204.20 (incl. tax and freight). (Council Sponsor: Council Member Dillon)<br><b>Rick Giddings</b>   | Approve | OPR 2025-0341                |
| 2. Purchase from Bud Clary (Longview, WA) of 1 Ford F150 Lightning EV, and 1 Ford Mach E EV to use as City Motor Pool rental vehicles—\$93,796.35 (incl. tax). (Council Sponsor: Council Member Dillon)<br><b>Rick Giddings</b>   | Approve | OPR 2025-0356                |
| 3. Purchase from Bud Clary (Longview, WA) of 1 Ford F250 diesel pickup and 1 Ford F350 diesel pickup for the Water Department—\$144,829.26 (incl. tax). (Council Sponsor: Council Member Dillon)<br><b>Rick Giddings</b>  | Approve | OPR 2025-0357                |
| 4. Value Blanket Amendment with Titan Truck Equipment (Spokane) for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components for the Fleet Services Department—additional \$400,000 for the remaining 4-year term. (Total amount: \$800,000). (Council Sponsor: Council Member Dillon)<br><b>Rick Giddings</b> | Approve | OPR 2024-0731<br>RFQ 6204-24 |

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 5. | Acceptance of the "Air Quality VW EV Charging Level 2: Charge Where You Are" grant from the Department of Ecology to install 10 ACL2 Chargers at the Water Department—up to \$100,000. (City to match 40% of the total project cost up to \$166,667.) (Relates to Special Budget Ordinance C36678) (Council Sponsor: Council Member Dillon)<br><b>Rick Giddings</b> | Approve | OPR 2025-0333                |
| 6. | Five-year Contract with Mega Wash LLC (Spokane) for car wash services to be used primarily for SPD units from April 1, 2025, through March 31, 2030—not to exceed \$325,000 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart)<br><b>Rick Giddings</b>   | Approve | OPR 2025-0340<br>RFQ 6305-25 |

The following item was deferred from May 19, 2025, Agenda, to the July 14, 2025, Agenda, during the May 5, 2025, 3:30 p.m. Agenda Review Session (OPR 2025-0199):

- |     |  |   |                          |
|-----|--|---|--------------------------|
| 7.  | <del>Development Reimbursement Agreement for the Seven Mile Sewer Pump Station. (Deferred from April 21, 2025, Agenda, during the April 14, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsor: Council Member Dillon)</del><br><b>Marlene Feist / Eldon Brown</b>  | <del>Approve &amp; Authorize Contract</del> | <del>OPR 2025-0199</del> |
| 8.  | Contract Amendment with American Medical Response Ambulance Service Inc. (AMR) (Spokane) for uninterrupted ambulance transport and emergency medical services from June 1, 2025, through May 31, 2027—Estimated Revenue \$770,000. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)<br><b>Julie O'Berg</b> | Approve                                     | OPR 2015-0314            |
| 9.  | Contract Amendment with Kutak Rock LLP (Spokane) for increased volume of bond counsel services—additional \$30,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon)<br><b>Conner Thorne</b>   | Approve                                     | OPR 2023-0079            |
| 10. | Outside Special Counsel Contract Amendment with Stewart A. Estes and the law firm of Keating Bucklin & McCormack (Seattle, WA) in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane—additional \$100,000. Total contract amount: \$600,000. (Council Sponsor: Council Member Dillon)<br><b>Lynden Smithson</b>             | Approve                                     | OPR 2023-0240            |
| 11. | Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack (Seattle, WA) in the legal matter of the Estate of Jaramillo, v. City of Spokane—additional \$50,000. Total contract amount: \$200,000. (Council Sponsor: Council Member Dillon)<br><b>Lynden Smithson</b>  | Approve                                     | OPR 2023-0637            |

- |  |                |                                      |
|--|----------------|--------------------------------------|
| <p>12. Interlocal Agreement with the Northeast PDA regarding funding for incentivizing Northeast Public Development Authority public improvements—\$625,000. (Relates to Special Budget Ordinance C36684) (Council Sponsors: Council Members Dillon, Bingle, and Cathcart)<br/> <b>Steve MacDonald</b></p>   | <p>Approve</p> | <p>OPR 2025-0354</p>                 |
| <p>13. Contract with Structured Communication Systems, Inc., (Clackamas, OR) for NetApp AFF-A20HA Storage upgrade to replace current NetApp Appliance for City data storage—\$64,095.22 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Dillon)<br/> <b>Cylas Engeland</b></p>  | <p>Approve</p> | <p>OPR 2025-0355</p>                 |
| <p>14. Interlocal Agreement with Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region. (Council Sponsors: Council Members Bingle, Dillon, and Zappone)<br/> <b>Dawn Kinder</b></p> <p><u>Dillon Proposed Amendment:</u></p> <ul style="list-style-type: none"> <li>• Request motion to amend OPR 2025-0362 with an updated revised version of the contract filed May 7, 2025, and included in agenda packet under OPR 2025-0362.</li> </ul> | <p>Approve</p> | <p>OPR 2025-0362</p>                 |
| <p>15. Low Bid of <u>(to be determined at bid opening) (City, ST)</u> for Francis and Assembly Water Transmission Main—\$__. An administrative reserve of \$__, which is 10% of the contract amount, will be set aside. (Northwest &amp; Balboa/South Indian Trail Neighborhoods) (Council Sponsor: Council Member Klitzke)<br/> <b>Dan Buller</b></p>   | <p>Approve</p> | <p>OPR 2025-0368<br/>ENG 2021079</p> |
| <p>16. Low Bid of <u>(to be determined at bid opening) (City, ST)</u> for 2025 Local Access Chip Seal—\$__. An administrative reserve of \$__, which is 10% of the contract amount, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)<br/> <b>Dan Buller</b></p>  | <p>Approve</p> | <p>OPR 2025-0369<br/>ENG 2025043</p> |

## 17. Report of the Mayor of pending:

Approve &  
Authorize  
Payments

CPR 2025-0002

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2025, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2025: \$\_\_\_\_\_.

CPR 2025-0003

## 18. Minutes:

Approve All

- a. City Council Meeting Minutes: \_\_\_\_\_, 2025.
- b. City Council Standing Committee Meeting Minutes: \_\_\_\_\_, 2025.

CPR 2025-0013

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36678 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to accept a grant from Department of Ecology for installation of ten Level 2 charging stations. (Relates to Consent Agenda Item No. 5 – OPR 2025-0333) (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Rick Giddings**
- ORD C36684 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to pay the Northeast Public Development Authority (NEPDA) for a development incentive. (Relates to Consent Agenda Item No. 12 – OPR 2025-0354) (Council Sponsors: Council Members Dillon, Bingle, and Cathcart)  
**Steve MacDonald**
- ORD C36685 Amending Ordinance No. C36626, entitled in part, "An Ordinance adopting a Biennial Budget for the City of Spokane," and amending it to transfer funding from Facilities Capital to Fire Capital for equipment purchases. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Matt Boston**



- ORD C36686** Amending Ordinance No. C36626, entitled in part, “An Ordinance adopting a Biennial Budget for the City of Spokane,” and amending it to adjust pay ranges to align with salary analysis. (Quarter 2 – 2025) (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Allison Adam**

## EMERGENCY ORDINANCES

**Council President Wilkerson request motions to suspend Council Rules and add the following items (ORD C36697 and ORD C36698):**

- ORD C36697** Modifying section 17G.061.310 of the Spokane Municipal Code to correct errors in the application of decision criteria to the review of plats, short plats, and binding site plans; and declaring an emergency. (Council Sponsors: Council Members Bingle, and Navarrete)  
**Spencer Gardner**
- ORD C36698** Modifying section 04.12.080 of the Spokane Municipal Code to clarify the role of the Plan Commission and City Council with respect to emergency or interim actions related to Title 17 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council Members Bingle, and Navarrete)  
**Spencer Gardner**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2025-0032** Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1411 comprising of approximately 1.62 acres of land located at 5410 S. Hayford Road in Spokane County, Washington. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Todd Woodard**
- RES 2025-0033** Supporting the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness. (Council Sponsors: Council Members Bingle, Zappone, and Navarrete)  
**Arielle Anderson**
- RES 2025-0034** Approving the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Adam McDaniel**
- RES 2025-0036** Approving settlement of claim for damages of Kelli True—\$90,000. (May be increased to, but will not exceed, \$180,000) (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Matt Boston**

- ORD C36676 Authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)  
**Adam McDaniel**

## FIRST READING ORDINANCES

- ORD C36679 Relating to the prohibition of encampments and amending Article VI, Section 12.02.1010 of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)  
**Council Member Cathcart**

### Zappone Proposed Amendment:

- Request motion to amend First Reading Ordinance C36679 with an updated revised version filed May 7, 2025, and included in agenda packet under First Reading Ordinance C36679.

- ORD C36681 Relating to Employee Leave, amending SMC sections 03.04.010, 03.04.020, 03.04.040, 03.04.070, 03.04.200, 03.04.220, 03.04.230, to chapter 03.04 of the Spokane Municipal Code; repealing SMC section 03.04.030, to chapter 03.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Allison Adam**

- ORD C36682 Relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Jessica Stratton**

- ORD C36683 Correcting position titles in SMC Chapter 07.06; amending Sections 07.06.097 and 07.06.271 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)  
**Adam McDaniel**

## FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

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## NO HEARINGS

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## OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, 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 the calendar month. Each speaker is limited to no more than two (2) 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. 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 final or draft 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.

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### Motion to Approve Updated Draft Agenda for May 19, 2025 (per Council Rule 2.1.B)

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## ADJOURNMENT

The May 19, 2025, Regular Legislative Session of the City Council will be held and is adjourned to June 2, 2025.

**NOTE:** There is no meeting scheduled for May 26, 2025, as this day is designated Memorial Day Holiday.

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**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](mailto: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.

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## NOTES

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0341

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5100- PURCHASE OF BALLISTIC DOOR PANELS FOR SPD VEHICLES

**Agenda Wording**

Fleet Services would like to purchase 86 Angel Armor ballistic door panels for various SPD Vehicles from Dana Safety Supply using previously accepted JAG grant funding.

**Summary (Background)**

SPD was awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) for up to \$96,850 to purchase ballistic door panels for various Police Vehicles. Panels will be purchased from Dana Safety Supply of Greensboro, NC using GSA Contract # GS-07F-0512T. Total cost including sales tax and freight is \$79,131.60. Panels will be installed by Fleet Services.

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

None identified.

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

Data will not be collected.

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

Pricing and quality research was done prior to selecting this product and vendor.

**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 City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 79,204.20	
Current Year Cost		\$ 79,204.20	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
Panels will be purchased using a cooperative contract following all City competitive purchasing requirements.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 79,204.20	#	1620-91817-21250-53211-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		dhayes@spokanepolice.org	
kschmitt@spokanecity.org			

**AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT  
AND SPOKANE COUNTY IN CONJUNCTION WITH FY22 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260		<b>2. Contract Amount</b>  <p align="center">\$96,850</p>	<b>3. Tax ID#</b> <p align="center">91-6001370</p> <hr/> <b>4. UEI#</b> <p align="center">PDNCLY8MYJN3</p>
<b>5. Grantee Representative</b> Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org		<b>6. County's Representative</b> Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052 (509) 477-7272 hamold@spokanecounty.org	
<b>7. Grantor ID #</b>	<b>8. Original Grant ID#</b> 15PBJA-22-GG-02188-JAGX	<b>9. Start Date</b> 10/1/2021	<b>10. End Date</b> 9/30/2025
<b>11. Funding Source:</b> <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal           <input type="checkbox"/> State           <input type="checkbox"/> Other         </div>			
<b>12. Federal Funds (as applicable)</b>	<b>CFDA #</b> 16.738	<b>Federal Agency:</b> U.S. Department of Justice	
<b>13. Contractor Selection Process: (check all that apply or qualify)</b> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>14. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/ Individual <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non - Profit <input type="checkbox"/> For-Profit	
<b>15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.</b>			
<b>16. The COUNTY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment A Scope of Work, (3) Attachment B Budget, (4) Attachment C Statement of Assurances, (5) Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment E FFATA, (7) Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment G National Environmental Policy Act, (9) Attachment H Acknowledgement of Allowable and Unallowable Costs, (10) Attachment I Equal Employment Opportunity Plan Certification Form, and (11) Attachment J CCR Registration of Sub-Recipient DUNS Numbers.</b> <p align="center">2/5/2024</p>			
<b>FOR THE GRANTEE:</b> <u>Maggie Yates</u> <u>Garrett Jones</u> Signature Maggie Yates      Date 2/8/2024 Garrett Jones Name Assistant City Administrator Interim City Administrator Title		<b>FOR THE COUNTY:</b> <u>Mary L. Kuney</u> 4.9.2024 Signature      Date Mary L. Kuney Name Chair, BOCC Title	

Approved as to form:

(FACE SHEET) Attest:





## **1. SERVICES**

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

## **2. COMPENSATION**

- 2.1. The COUNTY shall reimburse the CITY an amount not to exceed Ninety-Six Thousand Eight Hundred Fifty Dollars (\$96,850) as set forth in Attachment B, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. The CITY's reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement request must be received no later than January 10th to be allowable under the grant. A reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2025.

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

**Matt Descoteaux, Grants & Contracts Specialist**  
**Spokane County**  
**1116 W. Broadway Avenue**  
**Spokane, WA 99260-2052**  
**[mdescoteaux@spokanecounty.org](mailto:mdescoteaux@spokanecounty.org)**

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

## **3. TERM**

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

## **4. RELATIONSHIP OF THE PARTIES**

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

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

## **5. VENUE STIPULATION**

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

## **6. COMPLIANCE WITH LAWS**

- 6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 6.1.1. Audits – 2 CFR Part 200;
  - 6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
  - 6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200;
- 6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5
- 6.1.6. U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 6.1.7. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.
- 6.1.8. Washington State Laws and Regulations
  - 6.1.8.1. Affirmative action, RCW 41.06.020 (11);
  - 6.1.8.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
  - 6.1.8.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
  - 6.1.8.4. Discrimination-human rights commission, Chapter 49.60 RCW;
  - 6.1.8.5. Ethics in public service, Chapter 42.52 RCW;
  - 6.1.8.6. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
  - 6.1.8.7. Open public meetings act, Chapter 42.30 RCW;
  - 6.1.8.8. Public records act, Chapter 42.56 RCW; and
  - 6.1.8.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

## **7. AUDIT**

- 7.1. General Requirements
  - 7.1.1. The CITY shall procure audit services based on the following guidelines.
  - 7.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
  - 7.1.3. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
  - 7.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
  - 7.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- 7.2. Federal Funds Requirement – 2 CFR Part 200

- 7.2.1. The CITY, if expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
  - 7.2.1.1. Grantor agency name;
  - 7.2.1.2. Federal agency;
  - 7.2.1.3. Federal program income;
  - 7.2.1.4. Other identifying contract numbers;
  - 7.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
  - 7.2.1.6. Grantor contract number;
  - 7.2.1.7. Total award amount including amendments (total grant award); and
  - 7.2.1.8. Current year expenditures.
- 7.2.2. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.
- 7.2.3. The CITY shall include the above audit requirements in any subcontracts.
- 7.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Department of Justice.
- 7.3. Documentation Requirements
  - 7.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 5 Compensation.
  - 7.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:
    - 7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY; and
    - 7.3.2.2. Copy of the Management Letter.

## **8. REPORTING REQUIREMENTS**

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

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

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

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

**10. NON-DISCRIMINATION**

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

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

**12. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE**

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

- 12.3. The CITY is required to ensure compliance with this requirement.

**13. NEW CIVIL RIGHTS PROVISION**

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

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

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

**15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

- 15.1. The CITY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the COUNTY indicating that it is not required to develop an EEOP.
- 15.2. If the CITY is required to develop an EEOP but not required to submit the EEOP to the OCR, the CITY will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If the CITY is awarded a grant of Five Hundred Thousand Dollars (\$500,000) or more and has fifty (50) or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt

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

## **16. NON-SUPPLANTING CERTIFICATION**

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

## **17. APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE**

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

## **18. INDEMNIFICATION**

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



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

- 18.3. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 18.4. These indemnifications and waiver shall survive the termination of this Agreement.
- 18.5. No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

## 19. INSURANCE

- 19.1. The CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
  - 19.1.1. GENERAL LIABILITY INSURANCE: The CITY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.
  - 19.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane County, its' officers, agents and employees are named as an additional insured with respect to the 2022 JAG Agreement between the City and Spokane County."
  - 19.1.3. WORKERS COMPENSATION: If the CITY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the CITY's assurance that coverage is in effect.
  - 19.1.4. PROFESSIONAL LIABILITY INSURANCE: The CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 19.2. Any exclusion of the Agreement's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY. The CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of

such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the CITY and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the CITY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 19.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY.
- 19.4. The CITY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY IN CONJUNCTION WITH FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the CITY shall forward to the Risk Management Department the original policy, or endorsement obtained.
- 19.5. Failure of the CITY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 19.6. Providing coverage in the above amounts shall not be construed to relieve the CITY from liability in excess of such amounts.
- 19.7. The CITY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the CITY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the COUNTY may collect from the CITY the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the CITY to the accident fund from the amount payable to the CITY by the COUNTY under this Agreement and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CITY.
- 19.8. **Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.**

## **20. MAINTENANCE OF RECORDS**

- 20.1. The CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

- 20.2. The CITY shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the COUNTY, personnel duly authorized by the COUNTY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 20.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved and an additional three (3) years beyond resolution.

## **21. TERMINATION FOR CAUSE / SUSPENSION**

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

## **22. TERMINATION FOR CONVENIENCE**

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

## **23. TERMINATION PROCEDURES**

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

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

## **24. DISPUTE RESOLUTION**

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

## **25. COUNTY REPRESENTATIVE**

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

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

**26. WAIVER**

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

**27. MODIFICATION**

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

**28. NO THIRD-PARTY BENEFICIARIES**

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

**29. NOTICES**

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

**30. SURVIVAL**

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

**31. SEVERABILITY**

- 31.1. It is understood and agreed between the Parties that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions

or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

## **32. EXECUTION AND APPROVAL**

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

## **33. ACCESS TO DATA**

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

## **34. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

- 34.1. The CITY shall submit to the COUNTY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the CITY's or government's expense, shall contain the following statements:

- 34.1.1. "This project was supported by Grant No. **15PBJA-22-GG-02188-JAGX** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

## **35. ALL WRITINGS CONTAINED HEREIN**

- 35.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The CITY has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce the CITY to execute the same.

**36. ANTI-KICKBACK**

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

**37. ASSIGNMENT**

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

**38. ATTORNEYS' FEES**

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

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

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



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

- 39.2. Any Agreement, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
- 39.3. Absent an express written determination by the COUNTY or DOJ to the contrary, based upon a finding by the COUNTY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the CITY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the CITY despite diligent monitoring), any obligations of Agreement funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the COUNTY or DOJ will give great weight to evidence submitted by the CITY that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" Agreement condition.
- 39.4. Rules of Construction
  - 39.4.1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and
  - 39.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

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

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

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

- 40.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- 40.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 40.2. Where the CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.
- 40.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- 40.4. The CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### LOWER TIER COVERED TRANSACTIONS

- 40.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 40.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.
- 40.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

#### 41. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

- 41.1.3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 41.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 41.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **42. CONFLICT OF INTEREST**

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

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

#### **43. COPYRIGHT PROVISIONS**

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

#### **44. COUNTERPARTS**

- 44.1. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**45. EXPENDITURES PROHIBITED WITHOUT WAIVER**

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

**46. HEADINGS**

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

**47. LICENSING, ACCREDITATION, AND REGISTRATION**

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

**48. LIMITATION OF AUTHORITY**

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

**49. LOSS OF FUNDING**

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

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

- 50.1. With respect to the "program or activity" funded in whole or part under this Agreement, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving,

maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

- 50.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- 50.3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the CITY, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- 50.4. Rules of Construction
  - 50.4.1. For purposes of this condition:
    - 50.4.1.1. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
    - 50.4.1.2. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");
    - 50.4.1.3. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);  
Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and
    - 50.4.1.4. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.
  - 50.4.2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
  - 50.4.3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

- 51.1. SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the CITY accepts this award, and

throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

- 51.1.1. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
- 51.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- 51.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
- 51.1.4. Rules of construction
  - 51.1.4.1. For purposes of this condition:
  - 51.1.4.2. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));
  - 51.1.4.3. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));
  - 51.1.4.4. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.
- 51.1.5. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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

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

52.1.1. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

52.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

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

52.1.4. Rules of construction:

52.1.4.1. For purposes of this condition:

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

52.1.4.1.2. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

52.1.4.1.3. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and



52.1.4.1.4. The term "public disclosure" means any communication or release other than one: (a) within the CITY; or (b) to any subcontractor (at any tier) that is a government entity.

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

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

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

53.1.1. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

53.1.2. Monitoring: The CITY's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

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

53.1.4. Rules of construction:

53.1.4.1. For purposes of this condition:

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

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

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

53.1.4.3. Applicability:

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

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

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

**54. ORDER OF PRECEDENCE:**

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

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

54.1.2. Face Sheet;

54.1.3. Attachment A-Scope of Work; and

54.1.4. Attachment B-Budget.

## **55. POLITICAL ACTIVITIES**

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

## **56. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

## **57. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

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

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

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

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

## **58. PUBLICITY**

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

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

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

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

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

60.1. Failure to comply with any one or more of these Agreement requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the

COUNTY or OJP taking appropriate action with respect to the CITY and the agreement. Among other things, the COUNTY may withhold funds, disallow costs, or suspend or terminate this Agreement. The COUNTY may also take other legal action as appropriate.

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

#### **61. REQUIREMENTS OF THE AWARD**

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

#### **62. REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS**

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

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

- 63.1. If the CITY is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the CITY must disclose that fact and certain related information to the COUNTY and DOJ by email at [harnold@spokanecounty.org](mailto:harnold@spokanecounty.org) and [jeffrey.felten-green@usdoj.gov](mailto:jeffrey.felten-green@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the CITY's past performance, or other programmatic or financial concerns with the CITY. The CITY's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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

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

**65. RIGHT OF INSPECTION**

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

**66. SITE SECURITY**

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

**67. SPECIAL PROVISIONS**

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

**68. SUBCONTRACTORS**

- 68.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

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

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

**70. TAXES**

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

## **ATTACHMENT A**

### **SCOPE OF WORK**

The Agreement is to clearly identify the roles and responsibilities of the CITY as they relate to the FY21 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2021 and terminates September 30, 2025. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The CITY further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the Spokane County to prevent and reduce crime and violence in the City of Spokane and Spokane County.
3. Subject to all administrative and financial requirements under Award Number 15PBJA-22-GG-02188-JAGX forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the JustGrants System website. These reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the GRANTEE's acceptance of the award.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in JustGrants (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2019, will satisfy this condition.



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

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

**ATTACHMENT B****BUDGET**

<b><u>Funding Category</u></b>	<b><u>Computation</u></b>	<b><u>Amount</u></b>
<b>CITY OF SPOKANE POLICE DEPARTMENT</b>		
• Ballistic Panel Kit-Ford Explorer-Level 3+ for both driver & passenger Qty 36 X \$2690.29		\$96,850.00
<b>Total Budget</b>		<b>\$96,850.00</b>

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

**The CITY shall obligate all grant funds prior to June 30, 2025.** Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the COUNTY.

Payment will be on a cost reimbursement basis only.

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

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

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

**Spokane County  
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name

**AGENCY NAME**

Spokane County  
Office of Financial Assistance  
Grants Administrator  
1116 W Broadway  
Spokane, WA 99260  
Spokane City

**CLAIMANT (Warrant is to be payable to)**

Spokane Police Dept.  
1100 W. Mallon  
Spokane, WA 99260

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

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

BY

(SIGN IN INK)



(TITLE)

(DATE)

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



RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

## ATTACHMENT C

### STATEMENT OF ASSURANCES

The CITY:

1. The CITY and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The CITY has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. The CITY and any subcontract at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The CITY also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this AGREEMENT, the CITY is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. The CITY and any subcontractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: 1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499

(phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

15. Agrees that within one hundred twenty (120) days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four (4) years if multiple OJP awards include this requirement. The required training is available free of charge online through BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the CITY must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
16. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The CITY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the CITY's Agreement. Further the CITY agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the CITY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the CITY's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
18. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
19. Will comply with Title II of the Americans with Disabilities Act of 1990.
20. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
21. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
22. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The CITY further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

23. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the CITY must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
24. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the CITY or individuals defined as employees of the CITY. Details of CITY's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-

acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [http://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)

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



Authorized Signature for the CITY:

Maggie Yates  
SIGNATURE

Maggie Yates  
PRINTED NAME OF SIGNATURE

VALID THROUGH  
2/12/2024  
DATE

Assistant City Administrator  
TITLE

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

NAME <input type="text"/>		Doing business as (DBA) <input type="text"/>	
ADDRESS 1100 W Mallon Ave Spokane WA 99260	Applicable Procurement or Solicitation #, if any: <input type="text"/>	WA Uniform Business Identifier (UBI) <input type="text"/>	Federal Employer Tax Identification #: <input type="text"/>
This certification is submitted as part of a request to contract.			

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the

certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

<u>Jennifer Hammond</u>	<u>2/12/2024</u>
SIGNATURE	DATE

<u>Jennifer Hammond</u>	<u>Director, Police Business Services</u>
PRINTED NAME OF SIGNATURE	TITLE

## ATTACHMENT E

### FFATA FORM

<b>Subrecipient Agency:</b> City of Spokane		<b>Date Completed:</b>	
<b>Grant and Year:</b> JAG22 2023		<b>Agreement Number:</b> OPR 2023-1211	
<b>Completed by:</b> <u>Kevin Schmitt</u> Name		<b>Accounting Manager</b> Title	<u>509-625-6387</u> Telephone
<b>STEP 1</b>			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/> GO to Step 2
<b>STEP 2</b>			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/> STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> GO to STEP 5
<b>STEP 5</b>			
Executive #1	Name:		
	Total Compensation amount: \$		
Executive #2	Name:		
	Total Compensation amount: \$		
Executive #3	Name:		
	Total Compensation amount: \$		
Executive #4	Name:		
	Total Compensation amount: \$		
Executive #5	Name:		
	Total Compensation amount: \$		
<b>STEP 6</b>			
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>			
City of Spokane does not received 80% or more of its annual gross revenues from federal funding.			

Signature: Kevin Schmitt

Date: 04/02/2024

\* Total compensation refers to:

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

\* Additional Resources:

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

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

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

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

## **ATTACHMENT F**

### **RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS**

**October 1, 2021 through September 30, 2025**

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

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

1. In accepting this Agreement, the CITY:

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

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

It represents that:

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

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

\_\_\_\_\_  
Agency Name

<u>Jennifer Hammond</u>	<u>Director, Police Business Services</u>
Name of Authorized Official	Title

<u>Jennifer Hammond</u>	<u>2/12/2024</u>
Signature of Authorized Official	Date



**ATTACHMENT G****NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

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

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

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

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

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

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

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

Project: \_\_\_\_\_

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: Jennifer Hammond Date: 2/12/2024

Printed Name: Jennifer Hammond Title: Director, Police Business Services

Representing: \_\_\_\_\_



**ATTACHMENT H****ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS****ALLOWABLE COSTS**

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

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

**UNALLOWABLE COSTS**

Unallowable uses of federal grant funds include:

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

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: Jennifer Hammond Date: 2/12/2024

Printed Name: Jennifer Hammond Title: Director, Police Business Services

Agency: \_\_\_\_\_

**ATTACHMENT I**  
**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

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

<b>Recipient's Name:</b> City of Spokane		
<b>Address:</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201		
<b>Is agency a:</b> <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? <b>Law Enforcement Agency?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>DUNS Number:</b> PDNCLY8MYJN3		<b>Vendor Number (only if direct recipient)</b>
<b>Name and Title of Contact Person:</b> Kevin Schmitt; Accounting Manager		
<b>Telephone Number:</b> 509-625-6387		<b>E-Mail Address:</b> kschmitt@spokanecity.org
<b>Section A—Declaration Claiming Complete Exemption from the EEOP Requirement</b>		
<i>Please check all the following boxes that apply.</i>		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services. If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>
<b>Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review</b>		
<i>If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):</i>		
I, <u>Lisa Richards</u> [responsible official], certify that <u>City of Spokane</u> [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:		
<u>City of Spokane</u> [organization]	<u>808 W. Spokane Falls Blvd. Spokane, WA 99201</u> [address]	
<u>Lisa Richards</u> [signature]	<u>[signature]</u> [signature]	<u>4/2/24</u> [date]
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>
<b>Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review</b>		
<i>If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.</i>		
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.		
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>



# Spokane CITY Office of Financial Assistance

## Compliance Checklist

A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM				
	EEOP total exemption criteria:	Yes	No	Comments
1.	EEOP total exemption criteria:			
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b.	Recipient agency is an educational institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c.	Recipient agency is an Indian Tribe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d.	Recipient agency is a medical institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e.	Recipient agency is a non-profit organization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
f.	Recipient agency's award is less than \$25,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<b>Totally Exempt?</b> Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EEOP Required
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<b>Not Totally Exempt:</b>			
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Was the EEOP submitted to DOJ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Approval and Expiration dates			Effective Date: 02/29/24 Expiration Date: 02/28/26
6.	EEOP is available for review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to DOJ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	EEOP has been formulated and signed into effect within the past two (2) years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<b>Generic Civil Rights Compliance (Non-EEOP):</b>			
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?			<input checked="" type="checkbox"/> Job Announcements <input checked="" type="checkbox"/> Posters <input type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Employee Handbook
10.	How does the agency notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)			<input checked="" type="checkbox"/> Job Announcements <input checked="" type="checkbox"/> Posters <input type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Employee Handbook

# Spokane CITY Office of Financial Assistance

## Compliance Checklist

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



# Spokane CITY Office of Financial Assistance

## Compliance Checklist

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

# Spokane CITY Office of Financial Assistance

## Compliance Checklist

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

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

Lisa Richman 4/22/24  
Signature (of Human Resources/Personnel Respondent) Date

Michelle Murray 04/04/24  
Signature (of grant activity coordinator (Items 13, 14, 17 & 21-27)) Date

Lisa Richman  
Printed Name & Title of Respondent

Director of Accounting and ( )  
Printed Name & Title of Respondent

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

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	567374-F
<b>Customer No.</b>	SPOKANE WA

Bill To
CITY OF SPOKANE 1100 W Mallon Ave Spokane, WA 99260 United States

Ship To
CITY OF SPOKANE 915 N Nelson St Spokane, WA 99202 United States

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bobby Courson			Bobby Courson- Montana		Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	GSA CONTRACT # GS-07F-0512T SCHEDULE MAS Warehouse: DROP			0.0000	0.00
1	1	N	INFO ARMOR Warehouse: DROP I WILL OUTLINE ALL THE VEHICLES BELOW.			0.0000	0.00
1	1	N	INFO Tahoe lvl III+ Warehouse: DROP QTY:2 2025 TAHOE lvl III+			0.0000	0.00
2	2	Y	01-00405 ANGEL ARMOR 21+ TAHOE FRONT DRIVER SIDE Warehouse: DROP			1,549.0000	3,098.00
2	2	Y	01-00406 ANGEL ARMOR CHEVY TAHOE FRONT PASSENGER SIDE Warehouse: DROP			1,549.0000	3,098.00
1	1	N	INFO Ford Explorer PIU 2020+ Warehouse: DROP QTY:20 2020 Explorer QTY:2 2025 Explorer			0.0000	0.00

<b>Print Date</b>	03/31/25
<b>Print Time</b>	06:37:58 PM
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**DANA SAFETY SUPPLY, INC**  
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**E-mail:** DHayes@SpokanePolice.Org

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
22	22	Y	01-00339 ANGEL ARMOR 2020+ FORD PIU DRIVER DOOR IIIA Warehouse: DROP		792.4000	17,432.80
22	22	Y	01-00340 ANGEL ARMOR 2020+ FORD PIU PASSENGER DOOR IIIA Warehouse: DROP		792.4000	17,432.80
1	1	N	INFO Ford Explorer PIU 2013-2019 Warehouse: DROP QTY:2 2017 Explorer		0.0000	0.00
2	2	Y	01-00001 ANGEL ARMOR FORD LEVEL IIIA (2013-2019) Warehouse: DROP		792.4000	1,584.80
2	2	Y	01-00002 ANGEL ARMOR Passenger side IIIA 2013-2019 Warehouse: DROP		792.4000	1,584.80
1	1	N	INFO Ford F-150 2015+ Warehouse: DROP QTY:1 2023 FRONT AND REAR DOORS QTY:3 2023 FRONT DOORS QTY:1 2021 FRONT DOORS TOTAL: 5 FRONT DOOR SETS, 1 REAR DOOR SET		0.0000	0.00

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**DANA SAFETY SUPPLY, INC**  
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**E-mail:** DHayes@SpokanePolice.Org

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	01-00046 ANGEL ARMOR DRIVER DOOR LEVEL IIIA PANEL Warehouse: DROP		792.4000	3,962.00
5	5	Y	01-00047 ANGEL ARMOR PASSENGER IIIA Warehouse: DROP		792.4000	3,962.00
1	1	Y	01-00521 ANGEL ARMOR REAR, DRIVER SIDE IIIA Warehouse: DROP		792.4000	792.40
1	1	Y	01-00522 ANGEL ARMOR REAR,PASS SIDE IIIA Warehouse: DROP		792.4000	792.40
1	1	N	INFO CHEVY TAHOE/SUBURBAN 2015-2020 Warehouse: DROP QTY:2 2019 TAHOE REAR DOORS QTY:2 2018 TAHOE FRONT AND REAR DOORS QTY:1 2018 TAHOE FRONT DOORS QTY:1 2015 SUBURBAN FRONT AND REAR DOORS TOTAL: QTY: 4 FRONT DOOR SETS , QTY:5 REAR DOOR SETS		0.0000	0.00
4	4	Y	01-00014 ANGEL ARMOR DRIVER DOOR LEVEL IIIA PANEL Warehouse: DROP		792.4000	3,169.60

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**DANA SAFETY SUPPLY, INC**  
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Bobby Courson		Bobby Courson- Montana		Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	01-00015 ANGEL ARMOR PASS. DOOR PANEL LEVEL IIIA Warehouse: DROP		792.4000	3,169.60
5	5	Y	01-00068 ANGELA REAR DRIVER BALLISTIC DOOR PANEL 15-20 TAHOE Warehouse: DROP		792.4000	3,962.00
5	5	Y	01-00069 ANGELA REAR PASSANGER BALLISTIC DOOR PANEL 15-20 TAHOE Warehouse: DROP		792.4000	3,962.00
1	1	N	INFO CHEVY TAHOE/SUBURBAN 2021+ Warehouse: DROP		0.0000	0.00
2	2	Y	CHEVY TAHOE 2021 - QTY:2 2025 TAHOE REAR DOORS 01-00387 ANGELARMOR 2021 TAHOE Newer- DRIVER REAR Warehouse: DROP  01-00354 Chevy, Tahoe PPV, Level IIIA Front Door, Driver Side (2021 - Newer)		792.4000	1,584.80

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DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

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Telephone: 800-847-8762

Sales Quote No.	567374-F
Customer No.	SPOKANE WA

Bill To
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Ship To
CITY OF SPOKANE 915 N Nelson St Spokane, WA 99202 United States

Contact: Dan Hayes  
Telephone: 509-625-4068

E-mail: DHayes@SpokanePolice.Org

Contact: Dan Hayes  
Telephone: 509-625-4068

E-mail: DHayes@SpokanePolice.Org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	<div>01-00388</div> <div>ANGELARMOR PASSENGER REAR PANEL, TAHOE/SILVERADO</div> <div>Warehouse: DROP</div> <div>Level IIIA Passenger Rear</div> <div>2019+ Chevrolet/GMC 1500/2500</div> <div>2021+ Chevrolet/GMC TAHOE/SUBURBAN</div> <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>		792.4000	1,584.80

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Subtotal	71,172.80
Freight	1,425.00
9.000 % Sales Tax	6,533.80
Order Total	79,131.60



# DANA SAFETY SUPPLY, INC.

Unique Entity ID <b>FDNXL5D5KUF3</b>	CAGE / NCAGE <b>66FR2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Aug 30, 2025</b>	
Physical Address <b>561 Stevens ST Jacksonville, Florida 32254-6622 United States</b>	Mailing Address <b>4809 Koger BLVD. Greensboro, North Carolina 27407-2669 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 04</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>https://danasafetysupply.com/</b>

## Registration Dates

Activation Date <b>Sep 4, 2024</b>	Submission Date <b>Aug 30, 2024</b>	Initial Registration Date <b>Nov 1, 2010</b>
---------------------------------------	--	---

## Entity Dates

Entity Start Date <b>Jan 4, 2010</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 66FR2

Points of Contact


Electronic Business

 Wanda J. Hobbs, Chief Operations Officer	4809 Koger BLVD Greensboro, North Carolina 27407 United States
---	--

Government Business

 David Simons	3810A West Osborne AVE Tampa, Florida 33614 United States
---	---

Past Performance

 DAVID G Simons, Dir. Special Projects	5221 West Market ST. Greensboro, North Carolina 27409 United States
MARK SEVIGNY	5221 West Market ST. Greensboro, North Carolina 27409 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334290	Other Communications Equipment Manufacturing
	315250	Cut And Sew Apparel Manufacturing (Except Contractors)
	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
	336320	Motor Vehicle Electrical And Electronic Equipment Manufacturing
	337215	Showcase, Partition, Shelving, And Locker Manufacturing
	339113	Surgical Appliance And Supplies Manufacturing

Disaster Response

This entity does not appear in the disaster response registry.



## **Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 04/28/2025

**Committee Agenda type:** Consent

**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0356

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/19/2025

**Submitting Dept**

FLEET SERVICES

**Bid #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

RE 20741

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

5100- PURCHASE OF 2 FLEET MOTOR POOL VEHICLES

### **Agenda Wording**

Fleet Services would like to purchase 1 Ford F150 Lightning EV, and 1 Ford Mach E EV to use as City Motor Pool rental vehicles.

### **Summary (Background)**

Fleet has experienced an uptick in short- and long-term motor pool vehicle rentals creating a shortage of suitable vehicles with which to meet customer department's emergency and temporary vehicle needs. Fleet would like to purchase 1 Ford Lightning EV and 1 Ford Mach-E to replace vehicles that have been recently removed from the fleet using the Washington DES contract from Bud Clary of Longview, WA. Total cost for two vehicles including sales tax is \$93,796.35. Vehicles will be purchased using Fleet Replacement Reserves.

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

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

None identified.

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

Data will not be collected.

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

Aligns with City Centralized Fleet Management Policy and Vehicle Usage Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 93,796.35	
Current Year Cost		\$ 93,796.35	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
Vehicles will be purchased using a cooperative contract following all City competitive purchasing rules. Pool vehicles help to reduce overall fleet size and expense by providing shared vehicles for non-permanent needs.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 93,796.35	# 5110-71700-94180-56404-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Generates revenue through short- and long-term rentals to customer departments.			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	



**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-480 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:16:02 PM

---

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-480**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Fleet Pool Lightning
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (YZ) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08007-0001	2025 Ford F150 Lightning 4WD, Battery Electric Vehicle (BEV)	1	\$45,530.00	\$45,530.00
2025-08007-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08007-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08007-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08007-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00

serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08007-0009	INFORMATION ONLY: 2025MY: The PRO Trim Level offers Standard Range and Extended Range Batteries (both Single and Dual Onboard Charging). The XLT Trim Level does NOT offer Extended Range Batteries. The Flash Trim Level ONLY offers Extended Range Batteries. The Special Services Vehicle (SSV) package is ONLY available w/ PRO Level Trim and Extended Range Battery w/ DUAL Onboard Charging.	1	\$0.00	\$0.00
2025-08007-0010	2025 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD; PRO Trim Level; Crew Cab;145in Wheelbase; 5.5ft bed; Dual eMotor; 98kWh Usable Capacity Standard Range High-Voltage Battery; EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; 8350# GVWR; 275/65R 18in All-Terrain Tires; Tire Inflator/Sealant Kit; Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specifications for complete description.	1	\$0.00	\$0.00
2025-08007-0020	NEW: THIS IS NO LONGER STANDARD EQUIPMENT - Mobile Power Charging Cord (120V/240V). Includes fast charging adapter (NACS) (66A)	1	\$588.00	\$588.00
2025-08007-0030	NEW: 18in Spare Tire and Wheel (available w/ all trim levels) (60S)	1	\$172.00	\$172.00
2025-08007-0199	INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	1	\$0.00	\$0.00
2025-08007-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08007-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08007-0220	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$75.00	\$75.00
2025-08007-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$54.00	\$54.00
2025-08007-0222	Mud Flaps, Front (DLR)	1	\$110.00	\$110.00
2025-08007-0223	Mud Flaps, Rear (DLR)	1	\$110.00	\$110.00
2025-08007-0224	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	1	\$153.00	\$153.00
2025-08007-0225	Floor Mats, HD Rubber Molded, 2nd Row (Extended/Crew Cabs) (Weather Tech) (DLR)	1	\$128.00	\$128.00
2025-08007-0226	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	1	\$652.00	\$652.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$47,972.00
<b>8.4 % Sales Tax:</b>	\$4,029.65
<b>Quote Total:</b>	\$52,001.65

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-481 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:18:49 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-481** [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

#### Contract & Dealer Information

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

#### Organization Information

Organization: SPOKANE, CITY OF - 23210  
Email: [rgiddings@spokanecity.org](mailto:rgiddings@spokanecity.org)  
Quote Notes: Fleet Motor Pool Mach E  
Vehicle Location: SPOKANE CITY

#### Color Options & Qty

Extra Cost Star White M (AZ) \$976 - 1

Tax Exempt: N

#### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-03006-0001	2025 Ford Mach-E SUV (BEV)	1	\$31,682.00	\$31,682.00
2025-03006-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-03006-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-03006-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-03006-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00

serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-03006-0009	INFORMATION ONLY: If ordering for law enforcement use, please contact dealer to request #P033R2 Police Modifiers Bulletin	1	\$0.00	\$0.00
2025-03006-0010	Ford Mach-E SUV, Battery Electric (BEV), 5-Passenger SUV, SELECT Trim Level, Rear-Wheel Drive (RWD), Standard Range, Primary Electric Motor (Rear) / 73kWh Usable Standard Range High-Voltage Battery, Single-Speed Transmission, 225/55R19 XL 103H All-Season tires (K1R/100A/994/44A/TTSJ) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	1	\$0.00	\$0.00
2025-03006-0011	SELECT TRIM: All-Wheel Drive (eAWD) (adds Secondary Electric Motor, Front) (K1S/100A/995/44A/TTSJ)	1	\$2,925.00	\$2,925.00
2025-03006-0015	SELECT TRIM OPTION: Comfort Package Lite (Includes heated front row seat and steering wheel; Memory: drivers seat and sideview power-folding mirrors) (67F)	1	\$1,470.00	\$1,470.00
2025-03006-0050	INFORMATION ONLY: Factory options below available with all trim levels:	1	\$0.00	\$0.00
2025-03006-0051	NO LONGER STANDARD EQUIPMENT: Mobile Power Charge Cord [Includes switchable cord end to allow customer charge functionality with 120V (NEMA5-15) or 240V (NEMA 14-50); Fast charging adapter (NACS)] (18D)	1	\$588.00	\$588.00
2025-03006-0053	Interior Protection Package (Includes cargo area cover, cargo floor liner, front and rear floor liners) (Deletes front and rear carpeted floor mats) (17P)	1	\$486.00	\$486.00
2025-03006-0060	Extra-Cost Paint, Star White Metallic Tri-Coat (PAZ)	1	\$976.00	\$976.00
2025-03006-0199	Delayed Warranty Start (Customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	1	\$0.00	\$0.00
2025-03006-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$300.00	\$300.00
2025-03006-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-03006-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$75.00	\$75.00
2025-03006-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$54.00	\$54.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$38,556.00
<b>8.4 % Sales Tax:</b>	\$3,238.70
<b>Quote Total:</b>	\$41,794.70

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0357

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100- PURCHASE OF 2 PICKUPS FOR WATER DEPARTMENT

**Agenda Wording**

Fleet would like to purchase 1 Ford F250 diesel pickup and 1 Ford F350 diesel pickup for the Water Department.

**Summary (Background)**

The Water Department would like to replace 2 service trucks that have exceeded their economic lifecycle. Vehicles will be purchased from Bud Clary of Longview, WA using the Washington DES Contract. Total cost for both vehicles including sales tax is \$144,829.26.

**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 collects lifecycle cost data for future analysis

**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 City Centralized Fleet Management Policy and CIP.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 144,829.26	
Current Year Cost		\$ 144,829.26	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
Vehicles will be purchased using a cooperative contract following all City competitive purchasing rules and will replace units that are fuel inefficient and costly to maintain.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 144,829.26	# 4100-42490-94340-56404-11003	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org			

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-482 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:24:21 PM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-482**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Water F250
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08009-0001	2025 Ford F250 4WD	1	\$46,965.00	\$46,965.00
2025-08009-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08009-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08009-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08009-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00



serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08009-0010	2025 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,000# GVWR, 3814# Payload, 3.73 RAR #X37, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers (F2B/600A/99A/44F/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2025-08009-0011	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3457# Payload (X2B/164WB)	1	\$2,387.00	\$2,387.00
2025-08009-0021	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20, manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Manual Regeneration, 190-Amp Alternator #67D, Dual 750CCA Batteries, 3.31 RAR, 10000# GVWR (Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallon) (99T/44G)	1	\$10,286.00	\$10,286.00
2025-08009-0030	F250 High Capacity Axle Upgrade Package (Increases GVWR up to 11,400 lbs and GCW on diesel engine)(Not available w/ gas engines or Pickup Box Delete #66D) (Included with 6.7L High Output Diesel #99M) (Includes 11.6in axle upgrade and F250 >10K GVWR Package #68U) (535)	1	\$1,108.00	\$1,108.00
2025-08009-0034	NEW: Trailer Brake Controller, including Smart Trailer Tow Connector. (included with XLT) (52B)	1	\$294.00	\$294.00
2025-08009-0046	Engine Block Heater (41H)	1	\$187.00	\$187.00
2025-08009-0062	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2025-08009-0064	Remote Start System (76S)	1	\$245.00	\$245.00
2025-08009-0081	120V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (not available with #43K Pro Power) (included w/ XLT Trim) (43C)	1	\$172.00	\$172.00
2025-08009-0086	Seats: Cloth 40/floor tray/40, driver side manual lumbar (Regular/Extended Cab) (TT4)	1	\$505.00	\$505.00
2025-08009-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08009-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08009-0211	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$382.00	\$382.00
2025-08009-0232	Mud Flaps, Front (DLR)	1	\$110.00	\$110.00
2025-08009-0233	Mud Flaps, Rear (DLR)	1	\$110.00	\$110.00
2025-08009-0242	SPRAY-IN Bedliner (DLR)	1	\$632.00	\$632.00

2025-08009-0472	Adrian Crossbody toolbox - single lid, extra deep (70L x 20W x 17.5D) (Fits 8ft pickup box only) (Adrian AD101) (TB472)	1	\$1,414.00	\$1,414.00
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#### Quote Totals

		<b>Total Vehicles:</b>	1
		<b>Sub Total:</b>	\$65,634.00
		<b>8.4 % Sales Tax:</b>	\$5,513.26
		<b>Quote Total:</b>	\$71,147.26

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-484 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:28:31 PM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-484**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Water F350
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08011-0001	2025 Ford F350 Pickup 4WD	1	\$47,981.00	\$47,981.00
2025-08011-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08011-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08011-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08011-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00

serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08011-0007	IMPORTANT: Ford does not offer a Pickup Box Delete option on 24MY F350 models (only F250); Please contact Allied Body Works to request information/additional parts needed/pricing for post-factory bed removal prior to body equipment installation). Option #1000-1999 Upfits to be installed prior to delivery by ALLIED BODY WORKS, Seattle, WA, Contact: 800-733-7450 -- Upfit pricing effective for orders received through 12/31/2024	1	\$0.00	\$0.00
2025-08011-0010	2025 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 4529# Payload, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH, 18in argent painted steel wheels/painted hub covers #64F (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2025-08011-0011	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10,800# GVWR, 4130# Payload, LT245/75Rx17E BSW All-Season Tires #TD8 (X3B/164WB)	1	\$2,363.00	\$2,363.00
2025-08011-0021	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20, manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Manual Regeneration, 190-Amp Alternator #67D, Dual 750CCA Batteries, 3.31 RAR, (GVWR: Reg 142WB 11,499#, Ext 164WB 11,300#, Crew 160WB 11,200#, Crew 176WB 11,499#) (Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons) (99T/44G)	1	\$10,286.00	\$10,286.00
2025-08011-0025	Transmission Power Take-Off Provision (includes transmission-mounted live drive and stationary mode PTO) (Requires 10-Speed Transmission #44G, so only available to be ordered w/ 7.3L Gas Engine #99N or 6.7L Diesel #99T/99M) (62R)	1	\$275.00	\$275.00
2025-08011-0029	SRW Electronic Locking Rear Axle (Only available with Single Rear Wheels)(3.31 or 3.55 w/diesel, 3.73 or 4.30 w/gas) (X3H/X3J/X3E/X4M)	1	\$422.00	\$422.00
2025-08011-0032	NEW: Onboard Scales and Smart Hitch (4WD only) (91D)	1	\$637.00	\$637.00
2025-08011-0035	Snow Plow Prep Package (4x4 Only) (includes computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rapid-Heat Supplemental Cab Heater #41A w/Diesel) (Not compatible with Heavy Service Front Suspension Packages #67H) (Ford recommends also ordering dual batteries for maximum compatibility) (473)	1	\$245.00	\$245.00
2025-08011-0043	Pro Power Onboard - 2kW (Includes Dual Alternators 12V 250-Amp plus 24V 15-Amp) (Must also order Dual Batteries #86M) (Will remove rear underseat storage on XLT Extended Cab model) (43K)	1	\$966.00	\$966.00
2025-08011-0045	Dual Batteries - Dual AGM 68 AH (included w/ diesel engines) (6.8L and 7.3L Gas Engines - must also order 410-Amp Dual Alternator #67B or Pro Power Onboard 2kW #43K) (86M)	1	\$206.00	\$206.00
2025-08011-0046	Upgrade Base Alternator (190-amp w/ gas engines; 250-amp w/ diesel engines) (67D) (No Charge)	1	\$0.00	\$0.00

2025-08011-0052	EXTENDED/CREW CAB SRW ONLY - LT275/70Rx18E BSW All-Terrain Plus w/ 18in argent painted steel wheels w/ painted hub covers/center ornaments (Increased GVWR Gas/Diesel: Ext 148WB 11400#/12000#, Ext 164WB 11800#/12300#, Crew 160WB 11499#/12000#, Crew 176WB 11900#/12400#) (4x4 Only) (Not available with Dual Rear Wheel models) (TDX/64F)	1	\$706.00	\$706.00
2025-08011-0056	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2025-08011-0074	360-Degree Camera Package [Includes 360-Degree Camera System (w/ picture-in-picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS w/ Cross-Traffic Alert and Trailer Coverage, LED Center High-Mounted Stop Lamp - CHMSL, Rear Parking Sensors, Reverse Sensing System w/ Reverse Brake Assist) (Must also order XL Driver Assist Package #96D or XLT Trim Level Upgrade) (874)	1	\$1,127.00	\$1,127.00
2025-08011-0079	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Crew Cab) (TT1)	1	\$309.00	\$309.00
2025-08011-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08011-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08011-0211	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$382.00	\$382.00
2025-08011-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$153.00	\$153.00
2025-08011-0242	SPRAY-IN Bedliner (DLR)	1	\$632.00	\$632.00
2025-08011-0320	AMBER ADDON - Single Beacon (3in tall). (1) Ecco amber beacon light with clear lens, installed on cabguard. Wired to 8-button controller of Base Amber Package. (Requires cabguard with beacon light mounting plate or Whelen quick-fit rooftop mounting plate. Requires Base Amber Package #301) (ECCO EB7160A) (AL320)	1	\$473.00	\$473.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$68,000.00
<b>8.4 % Sales Tax:</b>	\$5,712.00
<b>Quote Total:</b>	\$73,712.00



## **Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 04/28/2025

**Committee Agenda type:** Consent

**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2024-0731

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/19/2025

**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ# 6204-24

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

VB 301579

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

5100- INCREASE VALUE BLANKET FOR TITAN TRUCK EQUIPMENT

### **Agenda Wording**

Fleet would like to add \$400,000 to our Titan Truck Equipment (Spokane) Value Blanket (OPR 2024-0731) for the remaining 4-year term and a total of \$800,000.00.

### **Summary (Background)**

Titan Truck Equipment supplies service bodies, lift gates, arrow boards and other miscellaneous vehicle upfitting parts and service. They have consistently provided lower prices and better service to City Departments and have earned a larger share of our business.

**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?**

Fleet collects purchase information for later comparison.

**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 City Centralized Fleet Management Policy

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 800,000	
Current Year Cost		\$ TBD	
Subsequent Year(s) Cost		\$ TBD	
<b><u>Narrative</u></b>			
Titan Truck Equipment has provided lower prices and better service and so have earned a larger share of City Upfitting business.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 800,000	# TBD	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		Recurring	
<b><u>Funding Source Type</u></b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	





## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 08/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

8/14/2024

**Clerk's File #**

OPR 2024-0731

**Cross Ref #**

**Project #**

**Council Meeting Date:** 09/09/2024

**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ #6204-24

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

VB

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

5100 - VALUE BLANKET WITH TITAN TRUCK

### Agenda Wording

Fleet Services would like to enter into a Value Blanket with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components.

### Summary (Background)

Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

Lease? NO

Grant related? NO

Public Works? NO

### Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 500,000.00

Current Year Cost

\$ 100,000.00

Subsequent Year(s) Cost

\$ 100,000.00

### Narrative

RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

### Amount

### Budget Account

Expense \$ 100,000.00

# Varies by department

Select \$

#

Select \$

# Approved by Spokane City Council on: 9/9/2024

Select \$

#

\$

#

\$

#

*Janice L. Hester*  
city clerk



## Continuation of Wording, Summary, Approvals, and Distribution

### **Agenda Wording**

### **Summary (Background)**

#### **Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	BOSTON, MATTHEW
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	SZAMBELAN, TIMOTHY
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

#### **Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

#### **Distribution List**

edh@titantruck.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	tlester@spokanecity.org
fleetservicesaccounting@spokanecity.org	

## COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	August 26, 2024
<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Value Blanket Contract with Titan Truck Equipment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

**Fiscal Impact**

**Approved in current year budget?**    ☒ Yes    ☐ No    ☐ N/A

Total Cost: \$500,000

Current year cost: \$100,000

Subsequent year(s) cost: \$100,000

**Narrative:** RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

**Funding Source**    ☐ One-time    ☒ Recurring    ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes

**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? 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? Cost and service information will be collected by Fleet Services to ensure continued value.

**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 City Purchasing Policy and Centralized Fleet Management 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 for this topic.

Bid Response Summary

**Bid Number** RFQ 6204-24  
**Bid Title** Truck Parts and accessories - Annual Value Blanket  
**Due Date** Wednesday, August 7, 2024 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** TITAN TRUCK EQUIPMENT  
**Submitted By** Ed Heck - Thursday, August 1, 2024 12:02:25 PM [(UTC-08:00) Pacific Time (US & Canada)]  
EDH@TITANTRUCK.COM

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	1
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Ed Heck 509-755-5037 Ext-1108 edh@titantruck.com
Order Placement			
	1	Supplier acknowledges award of this business is anticipated August 2024, but the City reserves the right to reject all quotes and re-compete for any reason.	Yes
	2	Supplier acknowledges all products must be quoted in order to be eligible for award.	Yes
Value Blanket Terms			
	1	Supplier agrees this product shall be awarded on a five (5) year value blanket order with no options for renewals. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Yes
	2	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Yes
Product			
	1	Supplier acknowledges product sold in the course of this agreement must be new, unused, and of the latest possible design and production.	Yes
	2	Supplier acknowledges product makes and models are herein specified (see 'Pricing' tab) to establish an acceptable standard. Alternative products may be quoted, but the City reserves the right to determine whether or not alternative product is acceptable. The make/model for each product quoted must be disclosed on each line item in the 'Pricing' tab.	Yes

3	If quoting alternate product, supplier may upload documentation supporting the quality of the product quoted here (all product pages must be uploaded at once, in a single document - please organize pages in the order of the product quoted on the 'Pricing' tab):	
4.	Weather Guard Truck or Van Storage Drawer: Steel, 9 1/2 inch Ht, 20 inch Wd, 48 inch deep. 1 drawer, white. Model number 306-3. Drawer load capacity 425lbs, attaches to truck bed or van floor.	I acknowledge
5.	Weather Guard Underbed box - White, model number 524-3-02. Fits flatbed, platform or dump truck bodies. 2.3 cu ft of storage. 3-point latching system. Rain gutter and full weather seal.	I acknowledge
6.	Weather Guard Aluminum 41" Lo-Side Box Model number 184-0-03. Push button lock that can code multiple boxes. Mount over the bed rails, and 90-degree cover opening. 12-volt access, compatible with powerSync accessibility.	I acknowledge
7.	Weather Guard Cross Box Storage. Model number 114-0-01. Full extra wide crossbox with a 15.3 cu ft storage capacity. 12 volt access	I acknowledge
8.	Luverne Grip Step 7" X 14" Aluminum WEW running boards for select Ford F-250, F350, F-450, model number 415114-401733. Included a pair of running boards and mounting hardware.	I acknowledge
9.	Auto Crane Sensor/Pressure switch with 2400 PSI part number 360685000.	I acknowledge
10.	Ecco Mini 15" Light Bar 5585A. 12-24 VDC operation, high intensity LED's and reflective technology. 18 flash patterns. 4 Bold mount, Amber lens	I acknowledge
11.	Ecco 3400 SAE Class I LED safety Director. 9 built in flash patterns. 48.1" in length	I acknowledge
12.	CURT Xtra duty class 5 trailer hitch with 2" Receiver for Select Ford F-350 Super Duty. model number 15402. Rated to 17,000lbs gross trailer weight and 2550 lbs tongue weight. Compatible with weight distribution hitch.	I acknowledge
13.	Auto Crane Spool Assembly F480184 for 5005H, 640H Number 480186000	I acknowledge
14	Cargo Glide 100% Extension/2200 lbs - Full Size - Long Bed - model number CG2200XL-9548	I acknowledge
PRICING		
1	The Vendor's prices shall be firm throughout the first year of the contract period.	Yes
2	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	Yes
Additional Product		
1	Supplier acknowledges the City may purchase through this value blanket additional 'Truck Parts and Accessories' from the winning supplier which are not explicitly quoted herein and agrees to sell those items at:	No

2	Percentage Off Supplier's List Cost: Percentage Off Supplier's List Cost, to arrive at a Unit Price Cost. Enter Percentage Discount Off Supplier's List Cost.	20 %
2.1	Discount percentages offered will remain unchanged throughout the life of the contract.	Yes
3	Percentage Markup Above Supplier's Cost: Should supplier not provide percentage off Supplier's list cost. Enter Percentage Markup Above Supplier's Cost here that applied to arrive at a Unit Price Cost.	no
3.1	Percentage Markup will remain unchanged throughout the life of the contract	Yes
4	Bidder is aware if it does not provide Percentage Off Supplier's List Cost, or does not provide Percentage Markup Above Supplier's Cost, for any additional 'Truck Parts and Accessories' which are not explicitly quoted herein, but may be realized are needed at a later point in time, that any resulting value blanket would be limited to the purchase of item types stated on Pricing Form.	Yes
Delivery		
1	Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Yes
2	Supplier agrees all product shall be ordered/delivered FOB: Destination is the to the requesting Department. City reserves the right to pick up product at supplier's local distribution center, as needed.	Yes
3	Supplier certifies this product is available for pick up on an as-needed basis at the following local distribution center address (physically located within 15 miles of 914 E. North Foothills Dr. Spokane, WA 99207):	yes
4	Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Yes
5	Supplier specifies product herein quoted shall be delivered within the following number of business days ARO:	30
6	Supplier acknowledges product picked up at the supplier's local distribution center shall only be sold to employees bearing City identification. The full name of the employee purchasing the product shall be noted on the supplier's invoice and a packing list (or similar) shall be provided to the employee at the point of transaction. Failure to verify identification, obtain the employee's full name, and provide a packing list releases the City from any obligation to pay. Pickup orders shall be invoiced to the City within 5 business days of the transaction.	Yes
Payment Terms		

1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt and acceptance of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Yes
2	Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the City employee who purchased the invoiced items.	Yes
Sales Tax		
1	Supplier acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Yes
Business Registration Requirement		
1	Supplier acknowledges Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Yes
2	Supplier's Business Registration No.	T13004305BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes



Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product									
	1. Weather Guard 306-3	Pack Rat Drawer unit 48"x20"x9"	Base	Each	1.00	\$1,129.20	\$1,129.20		
	2. Weather Guard 524-3-02	Underbed Truck Box 4.5 cu ft	Base	Each	1.00	\$465.84	\$465.84		
	2. Weather Guard 184-0-03	Aluminum 41" Lo-Side Box	Base	Each	1.00	\$638.56	\$638.56		
	4. Weather Guard 114-0-01	Cross Box Storage, Wide - Gull Wing	Base	Each	1.00	\$1,060.96	\$1,060.96		
	5. Luverne 415114-401733	Grip Step 7"x114" Aluminum W2@ Running Boards for Select Ford F-250, F-350, F-450	Base	Each	1.00	\$636.99	\$636.99		
	6. Auto Crane 360685000	Sensor, Pressure Switch, 2400 PSI	Base	Each	1.00	\$175.50	\$175.50		

7. Ecco Mini Light Bar 5585A	Strobe, Mini Light Bar Vehicle Light Bar Size, LED, SAE J845 class 1	Base	Each	1.00	\$328.03	\$328.03
8. Ecco 3410 A Single Bar	Vehicle Directional Light: Directional Light, LED, Linear, 8 Heads, Amber, Bracket, Pigtail	Base	Each	1.00	\$559.55	\$559.55
9. CURT 15402 hitch	Xtra Duty Class 5 trailer Hitch with 2" Receiver	Base	Each	1.00	\$466.05	\$466.05
10. Auto Crane 480186000 Spool Assembly	F480184 for 5005H,6406H	Base	Each	1.00	\$376.20	\$376.20
11. GargoGlide CG2200XL-9548	Slide out Cargo tray	Base	Each	1.00	\$2,250.00	\$2,250.00
12. Delivery	Delivery Fee	Base	Each	1.00	\$0.00	\$0.00
<b>Total Base Bid</b>	<b>\$8,086.88</b>					

**Certificate Of Completion**

Envelope Id: C8C9A54C29924B92ADA779645CF2CA0E

Status: Completed

Subject: OPR 2024-0731 PURCHASE TITAN TRUCK EQUIPMENT

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Daniel Rose

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

**Record Tracking**

Status: Original

Holder: Daniel Rose

Location: DocuSign

9/10/2024 2:00:33 PM

drose@spokanecity.org

**Signer Events****Signature****Timestamp**

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication  
(None)

Sent: 9/10/2024 2:03:48 PM

Viewed: 9/10/2024 2:09:25 PM

Signed: 9/10/2024 2:09:29 PM

Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.1.39.252**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/10/2024 2:03:48 PM

Certified Delivered

Security Checked

9/10/2024 2:09:25 PM

Signing Complete

Security Checked

9/10/2024 2:09:29 PM

Completed

Security Checked

9/10/2024 2:09:29 PM

**Payment Events****Status****Timestamps**



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Profit Corporation

TITAN TRUCK EQUIPMENT COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
VEHICLE TRANSPORTER #09239 - ACTIVE

Issue Date: Apr 04, 2025  
Unified Business ID #: 601245980  
Business ID #: 001  
Location: 0002  
Expires: Apr 30, 2026

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

## CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13004305BUS - ACTIVE

## DUTIES OF MINORS:

Ages 16-17: PULLING PARTS/PUTTING PRODUCT AWAY, SWEEPING, CHANGING TRASH CANS

## LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

## REGISTERED TRADE NAMES:

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601245980 001 0002

TITAN TRUCK EQUIPMENT  
COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

FOLD HERE

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
VEHICLE TRANSPORTER #09239 -  
ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T13004305BUS -  
ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Apr 30, 2026

Director, Department of Revenue



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Profit Corporation

TITAN TRUCK EQUIPMENT COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

REGISTERED TRADE NAMES:

TITAN TRUCK EQUIPMENT COMPANY, INC.

Issue Date: Apr 04, 2025

Unified Business ID #: 601245980

Business ID #: 001

Location: 0002

Expires: Apr 30, 2026

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601245980 001 0002

TITAN TRUCK EQUIPMENT  
COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

FOLD HERE

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
VEHICLE TRANSPORTER #09239 -  
ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T13004305BUS -  
ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Apr 30, 2026

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/2/2025

**Clerk's File #**

OPR 2025-0333

**Cross Ref #**

ORD C36678

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

N/A

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5110 - DEPARTMENT OF ECOLOGY GRANT ACCEPTANCE

**Agenda Wording**

Fleet Services would like to accept the "Air Quality VW EV Charging Level 2: Charge Where You Are" grant from the Department of Ecology grant for up to \$100,000 to install 10 ACL2 Chargers at the Water Department.

**Summary (Background)**

The Department of Ecology grant is for up to \$100,000 to install up to 10 AC Level 2 Charging stations at the Water Department for future EV expansion. The City is responsible to match 40% of the total project cost up to \$166,667. The City's portion will be paid using Fleet's Clean Fuel Infrastructure reserve funds.

**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?**

Vehicle charging data will be collected by Fleet for future analysis.

**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 SMC 07.06.175A

**Council Subcommittee Review**

No subcommittee for this topic.



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 166,667	
Current Year Cost		\$ 166,667	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
Ecology grant funds will serve to stretch Clean Fuel Infrastructure funds so more charging can be installed for future EV expansion.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 100,000	# 5110-98817-99999-33431-97316	
Expense	\$ 166,667	# 5110-98817-94180-56301-97316	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
40% match requirement. City's maximum expenditure is \$66,667.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	STRATTON, JESSICA	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
bpaschal@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			



## Agreement No. AQVWLVL2-2025-Spokane-00242

### AIR QUALITY VW EV CHARGING LEVEL 2: CHARGE WHERE YOU ARE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

#### GENERAL INFORMATION

Project Title:	Level 2 electric vehicle charging equipment purchase and installation
Total Cost:	\$219,000.00
Total Eligible Cost:	\$166,666.67
Ecology Share:	\$100,000.00
Recipient Share:	\$66,666.67
The Effective Date of this Agreement is:	12/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Level 2 electric vehicle charging equipment

#### Project Short Description:

This project will purchase and install ten (10) Level 2 plugs and charging infrastructure to support workplace electric vehicle charging at the City of Spokane Water Department.

#### Project Long Description:

The City of Spokane (city) Water Department will purchase and install ten (10) Level 2 plugs and charging infrastructure to support workplace electric vehicle charging. The city is in need of electrical infrastructure to support additional charge at this site. This would help move the city to more EV being deployed from this location and reducing the overall pollutants in the community.

#### Overall Goal:

- Reduce emissions from transportation in communities susceptible to higher levels of environmental health risk factors
- Increase access across the state to level 2 charging at businesses, multi-unit dwellings, government owned properties,

Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

and other places where residents of Washington spend at least 1-4 hours

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Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

**RECIPIENT INFORMATION**

Organization Name: City of Spokane

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**

<b>Project Manager</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835
<b>Billing Contact</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835
<b>Authorized Signatory</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835

ECOLOGY INFORMATION

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

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

Contacts

<b>Project Manager</b>	Mehjabeen Rahman  PO Box 47600 Olympia, Washington 98504-7600 Email: mrah461@ecy.wa.gov Phone: (360) 764-6303
<b>Financial Manager</b>	Rose Bennett Contracts & Grants Specialist  PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456

Agreement No: AQVWLVL2-2025-Spokane-00242  
Project Title: Level 2 electric vehicle charging equipment purchase and installation  
Recipient Name: City of Spokane

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$166,666.67

Task Title: Purchase and Install Charging Infrastructure

### Task Description:

Under this task, the RECIPIENT will purchase and install 10 new level 2 plugs and charging infrastructure to support electric vehicle charging at 914 N Foothills Dr Spokane, WA. This grant will pay for 60% of eligible costs to install the non-public electric vehicle charging stations, up to a maximum of \$10,000 per plug.

Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at [www.access-board.gov/files/usab-evse-guide.pdf](http://www.access-board.gov/files/usab-evse-guide.pdf)).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process.

RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.

RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:

- method of vendor notification of bid opportunity
- how many bidders were notified
- evaluation summary of bids received
- award letter or notice of contract award
- awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than \$5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

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Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:

The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:

Purchase and install level 2 charging infrastructure.

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Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

**Purchase and Install Charging Infrastructure****Deliverables**

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as “Planned” once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use	
1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than \$5,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	



BUDGET

Funding Distribution EG250140

**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: VW EV Level 2 Charging: Charge Where You

Funding Type: Grant

Funding Effective Date: 11/01/2024

Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD

Type: State

Funding Source %: 100%

Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 40%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	\$ 166,666.67

Total: \$ 166,666.67

Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

**Funding Distribution Summary****Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
VW EV Level 2 Charging: Charge Where You Are	40.00 %	\$ 66,666.67	\$ 100,000.00	\$ 166,666.67
<b>Total</b>		<b>\$ 66,666.67</b>	<b>\$ 100,000.00</b>	<b>\$ 166,666.67</b>

**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) <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) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://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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Agreement No: AQVWLVL2-2025-Spokane-00242

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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](mailto: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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Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

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.



Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

## 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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Project Title: Level 2 electric vehicle charging equipment purchase and installation  
Recipient Name: City of Spokane

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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Recipient Name: City of Spokane

## 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.

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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:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/11/2025

**Clerk's File #**

OPR 2025-0340

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ#6305.25

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

MASTER

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100- CONTRACT WITH MEGA WASH FOR CAR WASH SERVICES

**Agenda Wording**

Fleet would like to contract with Mega Wash LLC of Spokane for car wash services.

**Summary (Background)**

An RFQ was issued in February 2025 for car wash services to be used primarily for SPD units. Mega Wash was chosen by a multi-departmental selection committee based on price, quality, and location. Contract is for a term of 5 years from April 1, 2025, to March 31, 2030. Total expenditure is not to exceed \$325,000

**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?**

The bid process supplied data on competitiveness and value.

**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 City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 325,000	
Current Year Cost		\$ 65,000	
Subsequent Year(s) Cost		\$ 260,000	
<b><u>Narrative</u></b>			
A selection committee unanimously chose Mega Wash based on cost and overall value.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 325,000	# 5100-71700-48348-54201-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			





**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **CAR WASH SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MEGA WASH, LLC.**, whose address is 1111 Maple Street, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Car Wash Services, in accordance with RFQ 6305-25, 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 April 1, 2025, and shall run through March 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Agreement shall not exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, and applicable tax, 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 City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **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](http://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 Title 48 RCW:

- A. Worker's Compensation Insurance** in compliance with RCW 51, 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.

(Include verbiage if no Worker's Comp: **The Instructor states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**)

**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 \$2,000,000, 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 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.

#### **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.

**MEGA WASH, LLC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding debarment

Exhibit B – Company's Response to RFQ 6305-25

25-071

**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**



STATE OF  
WASHINGTON

## BUSINESS LICENSE

Limited Liability Company

MEGA WASH LLC  
MEGA WASH NORTH  
1111 N MAPLE ST  
SPOKANE WA 99201-1804

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION #604-266-879 - ACTIVE

### CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

### DUTIES OF MINORS:

Ages 16-17: Cashier, Car Wash Attendant. \*MINOR MAY NOT WORK AT HEIGHTS GREATER THAN 10 FT OFF THE GROUND OR FLOOR LEVEL.\*

### LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Occupations involving exposure to substances which are carcinogenic, corrosive, highly toxic, toxic sensitizers, or that cause reproductive health effects or irreversible end organ damage is prohibited for minors under 18. WAC 296-125-030(25)

### REGISTERED TRADE NAMES:

MEGA WASH NORTH

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602666707 001 0002

STATE OF WASHINGTON

Expires: Nov 30, 2025

MEGA WASH LLC  
MEGA WASH NORTH  
1111 N MAPLE ST  
SPOKANE WA 99201-1804

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION #604-266-879 -  
ACTIVE  
SPOKANE GENERAL BUSINESS -  
ACTIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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

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

PRODUCER	CONTACT NAME: Serena Ratcliff
Doty & Giles, Inc.	PHONE (A/C, No, Ext): (509) 924-7755 FAX (A/C, No): (509) 922-0610
1213 North Pines Rd.	E-MAIL ADDRESS: serenar@doty.com
Spokane Valley WA 99206	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mutual of Enumclaw NAIC # 14761
INSURED	INSURER B:
MEGA WASH LLC	INSURER C:
13505 E BROADWAY	INSURER D:
SPOKANE WA 99216	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL2532007531

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP0021318	10/03/2024	10/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 ENHEN \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0021318	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	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 <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as an Additional Insured to the Commercial General Liability if required by written contract. Waiver of Subrogation applies, per written contract

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
808 W Spokane Falls Blvd

Spokane

WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Bid Response Summary

**Bid Number** RFQ 6305-25  
**Bid Title** Car Wash Services  
**Due Date** Monday, March 3, 2025 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Mega wash express  
**Submitted By** chrissvoboda789@gmail.com chrissvoboda789@gmail.com - Wednesday, February 26, 2025 5:11:45 PM [(UTC-08:00) Pacific Time (US & Canada)]  
chrissvoboda789@gmail.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
Payment Terms			
	1.	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
	2.	Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Acknowledge
Invoicing			
	1.	Invoices will include data representing the vehicles going through the car wash. The data will also include the number of times these vehicles go through the car wash and will be identified by license plate number and window sticker number.	Acknowledge
Reporting			
	1.	Is vendor able to provide reporting; summary and detail of all transactions in .xlsx format? Preferably summary total, summary by license plate and detail of all individual transactions and in an editable excel format.	No

Sales Tax			
	1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.	I Acknowledge
Business Registration			
	1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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.	I Acknowledge
	2.	Suppliers Business Registration No.	602666707
Minimum Specifications			
	1.	Option 1: Auto prep (spray down of vehicle)	Supplied
	1a.	If Exception, please provide Exception information.	
	2.	Option 1: Pre Soak	Supplied
	2a.	If Exception, please provide Exception information.	
	3.	Option 1: Multiple brushes applied to entire vehicle.	Supplied
	3a.	If Exception, please provide Exception information.	
	4.	Option 1: Drying agent	Supplied
	4a.	If Exception, please provide Exception information.	
	5.	Option 2: Auto Prep (spray down of vehicle)	Supplied
	5a.	If Exception, please provide Exception information.	
	6.	Option 2: Pre Soak	Supplied
	6a.	If Exception, please provide Exception information.	
	7.	Option 2: Multiple brushes applied to entire vehicle	Supplied
	7a.	If Exception, please provide Exception information.	
	8.	Option 2: Undercarriage Spray	Supplied
	8a.	If Exception, please provide Exception information.	
	9.	Option 2: Protectant Shield	Supplied

9a.	If Exception, please provide Exception information.	
10.	Option 2: Drying agent	Supplied
10a.	If Exception, please provide Exception information.	
11.	Option 3: Auto Prep (spray down of vehicle)	Supplied
11a.	If Exception, please provide Exception information.	
12.	Option 3: Pre Soak	Supplied
12a.	If Exception, please provide Exception information.	
13.	Option 3: Multiple brushed applied to entire vehicle	Supplied
13a.	If Exception, please provide Exception information.	
14.	Option 3: Undercarriage spray	Supplied
14a.	If Exception, please provide Exception information.	
15.	Option 3: Wheel Cleaner	Supplied
15a.	If Exception, please provide Exception information.	
16.	Option 3: Tire Cleaner	Supplied
16a.	If Exception, please provide Exception information.	
17.	Option 3: Protectant Shield	Supplied
17a.	If Exception, please provide Exception information.	
18.	Option 3: Carnauba Wax	Supplied
18a.	If Exception, please provide Exception information.	
19.	Option 3: Drying Agent	Supplied
19a.	If Exception, please provide Exception information.	
Locations		
1.	List all of your locations in Spokane	17316 e sprague ave veradale wa 99037,1111 n maple st spokane wa 99201,9113 e sinto spokane valley wa 99212.
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge

6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
7.	Vendor (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
8.	Vendor (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the service.	I Acknowledge
11.	If the service differs from the provisions contained herein, these differences must be explained in detail. Please use 11a to submit detailed information if needed.	ok
11a.	If necessary, provide further detailed information for questions 11.	
12.	Suppliers found to have “overstated” the true ability of their service shall reimburse the City for all costs incurred with acquiring the services that meet the minimum specifications. These costs shall also include legal, rentals, travel, etc.	I Acknowledge

13.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I Acknowledge
14.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge
15.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
1.	List all of the locations you have in Spokane.	1111 n maple st spokane wa 99201
Evaluation of Quotes		
1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/20/2025

**Clerk's File #**

OPR 2025-0199

**Cross Ref #****Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

PUBLIC WORKS

**Bid #****Contact Name/Phone**

MARLENE FEIST #6505 / #6305

**Requisition #****Contact E-Mail**

MFEIST@SPOKANECITY.ORG /

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

5200 - DEVELOPMENT AGREEMENT - LOWER TERRACE SEWER

**Agenda Wording**

Development Reimbursement Agreement for the Seven Mile Sewer Pump Station.

**Summary (Background)**

In 2007 the City completed a Lower Terrace Wastewater Study, which concluded to provide wastewater services a new sewer pump station would need to be constructed. Sundance Meadows, Seven Mile Addition, Volman, and Nine Mile are all within the Lower Terrace Wastewater Study.



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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		YES	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ TBD	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	FEIST, MARLENE		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		mfeist@spokanecity.org	
ebrown@spokanecity.org		eschoedel@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/18/2025

**Clerk's File #**

OPR 2015-0314

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FIRE

**Bid #****Contact Name/Phone**

JULIE O'BERG (509)435-7001

**Requisition #****Contact E-Mail**

JOBERG@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1970 - FIRE – AMBULANCE TRANSPORT CONTRACT AMENDMENT

**Agenda Wording**

Request to approve a two-year extension of the City's existing ambulance transport contract with American Medical Response (AMR) to ensure continued delivery of emergency medical services. Contract extension will be June 1, 2025 - May 31, 2027.

**Summary (Background)**

The Spokane Fire Department requests approval to extend the current contract with American Medical Response for an additional two years. This contract governs the provision of emergency ambulance transport services throughout the City of Spokane. The extension will provide stability in EMS delivery while the City continues evaluating long-term service models and system needs. Extending the contract ensures uninterrupted care, compliance with response time and performance standards, and sustained coordination with regional healthcare partners.

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

Continued ambulance service ensures equitable EMS access across Spokane, including historically underserved and lower-income areas.

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

The Fire Department collects and analyzes de-identified, aggregate data related to call volume and service outcomes to evaluate performance and equity across Spokane neighborhoods. Where available and legally permissible, demographic indicators such as race, ethnicity, gender identity, income level, and disability status are used to identify potential disparities in EMS access or outcomes. All data handling complies with HIPAA and applicable state privacy laws, ensuring that patient confidentiality is protected throughout the review and reporting process.

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

Contract performance is monitored through metrics such as response times, service availability, and patient satisfaction, reported regularly through EMS oversight.

**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 proposal supports the City's public safety priorities and ensures consistent emergency medical services aligned with Spokane's health equity and response readiness goals.

**Council Subcommittee Review**

This proposal was presented at the 3.31.2025 PSCH Committee. Summary as follows: Renewing the contract provides Spokane with a stable approach to ambulance service continuity. It allows the city to maintain service reliability while continuing to refine and evaluate improvements before committing to a full RFP process. By refining response time strategies, and incorporating modern EMS solutions like Nurse Navigation, Spokane Fire will ensure a resilient and efficient emergency medical transportation system.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Two-year contract extension with AMR for 911 ambulance transport services to maintain uninterrupted EMS response and service continuity.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 770,000 (est)	#	1970-35310-99999-34221-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Revenue: June 2025-May 2026 \$384,510.30      June 2026-May 2027 \$384,510.30 + CPI%			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	REDING, RYAN	<b><u>PS EXEC REVIEW</u></b>	YATES, MAGGIE
<b><u>Division Director</u></b>	O'BERG, JULIE		
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Paul Priest (Signer) paul.priest@gmr.net		Julie O'Berg joberg@spokanecity.org	
Anne Raven araven@spokanecity.org		Fire Accounting fireaccounting@spokanecity.org	
Kevin Schmitt kschmitt@spokanecity.org			



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**CONTRACT AMENDMENT/EXTENSION**

Title: **AMBULANCE SERVICES**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, whose address is 915 West Sharp Avenue, Spokane, Washington 99201, as ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the AMR agreed to provide Advanced Life Support (ALS – Paramedic) and Basic Life Support (BLS) Ambulance Services at the Request of Spokane Regional Communications Center (SREC) on Behalf of the Fire Department Twenty-Four (24) Hours Daily, Seven (7) Days Per Week for the City; and

WHEREAS, the parties agree to collaborate to identify mutually agreeable strategies that result in efficient and cost effective innovations that meet the changing EMS environment; and

WHEREAS, SFD Behavioral Response Unit (BRU) may request transport for direct admit to alternate destinations for behavioral health and/or substance use disorders; and

WHEREAS, a change to AMR's rates has been requested, and additional time is needed, and thus the Contract time for performance needs to be formally amended and extended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment/Extension shall become effective on June 1, 2025 and shall run through May 31, 2027.

**3. AMENDMENT.**

The original Contract is revised to include the rates for 2025 and 2026 as set forth in the April 10, 2025 letter attached hereto.

**4. COMPENSATION.**

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

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

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.**

**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

**Attachment**  
AMR April 10, 2025 Rates

25-084

04/10/2025

Chief Julie O'Berg

Spokane Fire Department

1608 N Rebecca St

Spokane, WA 99217

Chief O'Berg,

Please accept this as American Medical Response's official request for annual increase in rates for the services provided as detailed in our current contract (City Clerk's No 2015-0314).

In accordance with Article III, Section 3, Subsection B of the contract, a recent assessment of the payer mix in the City of Spokane necessitates our request for a rate increase effective June 1, 2025. The 2025 proposed rates and 2026 estimated rates will be adjusted as follows:

- Effective June 1, 2025, ALS/BLS base rate will increase to \$4795.28
  - Estimated June 1, 2026, ALS/BLS base rate - \$5,274.81
    - (Estimate largely based on labor negotiations to be completed June 2026)
- Effective June 1, 2025, ALS/BLS mileage will increase to \$47.72
  - Estimated June 1, 2026, ALS/BLS mileage rate - \$52.49
    - (Estimate largely based on labor negotiations to be completed June 2026)

Please let me know if I can provide any other details on this matter. Thank you for your continued partnership as we work together to serve the citizens of Spokane.

Respectfully,

*Paul C. Priest*

Paul Priest, Associate Vice President of Operations

American Medical Response – Pacific Region



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/23/2025

**Clerk's File #**

OPR 2023-0079

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

CONNER 625-6091

**Requisition #**

CR27490

**Contact E-Mail**

WTHORNE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0410 OUTSIDE COUNSEL BOND COUNSEL SERVICES

**Agenda Wording**

Amendment to add funds to pay for increased volume of services.

**Summary (Background)**

Kutak Rock provides comprehensive bond counsel services, specializing in public finance for government entities. They serve as bond counsel for the City of Spokane, providing their assistance and expertise in planning and coordinating the City's internal and external debt.

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

N/A This contract provides services for City internal and external debt.

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

N/A This contract provides services for City internal and external debt.

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

N/A This contract provides services for City internal and external debt.

**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 This contract provides services for City internal and external debt.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 30,000	
Current Year Cost		\$ 30,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
This cost ensures the City is in compliance with the debt it issues. It provides the legal oversight and expertise needed to ensure our debt is executed correctly.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 30,000	# 0020-88100-18900-54105-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Funding only through end of contract term - 12/31/2025			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
None			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Tanya Lawless tanya.lawless@kutakrock.com		wthorne@spokanecity.org	
mboston@spokanecity.org		laga@spokanecity.org	



**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 KUTAK ROCK LLP, whose address is 510 West Riverside Avenue, Suite 800, Spokane Wa 99201, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to ACT AS OUTSIDE COUNSEL PROVIDING BOND COUNSEL SERVICES AND ADVICE TO THE CITY CONSISTENT WITH APPLICABLE LAWS; and

WHEREAS, the City has determined the volume of work required has increased for the current term and therefore needs to add funds to the existing contract;

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

1. **DOCUMENTS.** The original Contract dated January 25, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment shall become effective May 1, 2025.

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

No language amendments.

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

KUTAK ROCK LLP	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

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

Attachments that are part of this Contract Amendment:

2025 Fee Schedule



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

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

<b>PRODUCER</b> FNIC P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT</b> <b>NAME:</b> Patt Pierce <b>PHONE</b> (A/C, No, Ext): 402-861-7029 <b>E-MAIL</b> <b>ADDRESS:</b> patt.pierce@fnicgroup.com	<b>FAX</b> (A/C, No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty of America		25674
<b>INSURER B:</b> Charter Oak Fire Insurance Co.		25615
<b>INSURER C:</b> The Phoenix Insurance Co		25623
<b>INSURER D:</b> Travelers Indemnity Company of America		25666
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 886819702**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6309257N149	9/20/2024	9/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA5N857686	9/20/2024	9/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8J567763	9/20/2024	9/20/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A			UB5J681290	9/20/2024	9/20/2025	<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)

City of Spokane, its officers, employees and agents shall be named as additional insured with respects to the General Liability arising out of the activities performed by the insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## &lt; Business Lookup

## License Information:

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

**Entity name:** KUTAK ROCK LLP

**Business name:** KUTAK ROCK LLP

**Entity type:** Limited Liability Partnership

**UBI #:** 603-428-093

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 510 W RIVERSIDE AVE  
STE 800  
SPOKANE WA 99201-0506

**Mailing address:** 1650 FARNAM ST  
OMAHA NE 68102-2104

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

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Aug-31-2025	Aug-21-2014

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
JACKLER, HILARY	
PETR, JOHN	

The Business Lookup information is updated nightly. Search date and time: 4/23/2025 12:47:50 PM



**Contact us**

How are we doing?

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2023-0240

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY ATTORNEY

**Bid #****Contact Name/Phone**

LYNDEN 6283

**Requisition #**

PAID VIA CLAIMS

**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Contract Amendment with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al.

**Summary (Background)**

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022. This amendment will increase the contract by \$100,000 for a total contract amount of \$600,000.00.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		YES	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 100,000	#	From Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		sestes@kbmlawyers.com	
BAugenthaler@kbmlawyers.com		lsmithson@spokanecity.org	
Zach.Ray@us.davies-group.com		dstragier@spokanecity.org	
SDHansen@spokanecity.org		ddaniels@spokanecity.org	
mdean@spokanecity.org			



**City of Spokane**  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "Party", and together referenced as the "Parties".

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

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated February 15, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on April 1, 2025.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

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

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

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

25-088

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

License Information:

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

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

Mailing address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Issaquah General Business - Non-Resident</a>				Active	Dec-31-2025	Dec-28-2022
<a href="#">Spokane General Business - Non-Resident</a>	T12110036BUS			Active	Dec-31-2025	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 4/22/2025 1:45:51 PM

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2023-0637

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY ATTORNEY

**Bid #****Contact Name/Phone**

LYNDEN 6283

**Requisition #**

PAID VIA CLAIMS

**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

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

**Summary (Background)**

The City has an existing contract with the law firm of KEATING, BUCKLIN & MCCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Clovy Jaramillo, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020. This amendment will increase the contract by \$50,000 for a total contract amount of \$200,000.00.

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

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

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

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

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 50,000	#	From Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
Funding Source Type    Select			
Is this funding source sustainable for future years, months, etc?			
<b>Expense Occurrence</b>			
Other budget impacts (revenue generating, match requirements, etc.)			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
		sestes@kbmlawyers.com	
BAugenthaler@kbmlawyers.com		lsmithson@spokanecity.org	
Zach.Ray@us.davies-group.com		dstragier@spokanecity.org	
SDHansen@spokanecity.org		ddaniels@spokanecity.org	
mdean@spokanecity.org			



**City of Spokane**  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

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

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

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on April 1, 2025.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

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

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

25-087

License Information:

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

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

Mailing address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Issaquah General Business - Non-Resident</a>				Active	Dec-31-2025	Dec-28-2022
<a href="#">Spokane General Business - Non-Resident</a>	T12110036BUS			Active	Dec-31-2025	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 4/22/2025 1:45:51 PM

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

OPR 2025-0354

**Cross Ref #**

ORD C36684

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY AND ECONOMIC

**Bid #****Contact Name/Phone**

STEVE 625-6835

**Requisition #****Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON JBINGLE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750 - ILA REGARDING FUNDING TRANSFERS TO NEPDA

**Agenda Wording**

ILA between the City and Northeast PDA, setting forth a process whereby the City may allocate and transfer funding to NEPDA for reasons outlined in the document.

**Summary (Background)**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 625,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
SBO addressing this cost will be entered as a separate item in OnBase.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 625,000	#	3200-49854-58700-54201-20802
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reallocation	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	MACDONALD, STEVEN		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jesse Bank jesse.bank@northeastpda.com		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
nzollinger@spokanecity.org		klouden@spokanecity.org	
cpitsnogle@spokanecity.org		sbishop@spokanecity.org	
kpicanco@spokanecity.org			

Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

City Clerk's OPR No. 2025 - 0354

**INTERLOCAL AGREEMENT REGARDING FUNDING FOR INCENTIVIZING  
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY PUBLIC IMPROVEMENTS**

**THIS AGREEMENT** is entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("CITY"), and the Northeast Public Development Authority ("NEPDA"), a public corporation created pursuant to RCW 35.21, RCW 39.34 Interlocal Agreement between the City of Spokane and Spokane County, OPR 2019-0928, and City Ordinance C35829, jointly hereinafter referred to as the "PARTIES."

WHEREAS, pursuant to RCW 35.21.745 and SMC 04.25.030, the NEPDA can, among other powers, acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of Projects; and

WHEREAS, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve as set forth in ILA, OPR 2019-0928; and

WHEREAS, RCW 35.21.745 imposes responsibilities on local government to control and oversee the PDA's operation and funds in order to ensure the PDA is reasonably accomplishing its purpose and correct any deficiencies; and

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to and outlined by City and County in ILA OPR 2019-0928, the City additionally periodically seeks to allocate and transfer funding from other City sources to NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the Parties seek to formalize a process to facilitate allocation and transfer of City funding and track funding for City accounting purposes, and to ensure funds are used for the incentivizing public improvement purposes articulated herein; and

WHEREAS, the PARTIES are entering into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW 39.34.



**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

### **SECTION NO. 2: DURATION**

This Agreement shall become effective upon final execution by both parties and shall continue until the termination of the Agreement by: 1.) mutual agreement of the Parties; or 2.) upon insolvency or dissolution of the PDA per RCW 35.21.750.

### **SECTION NO. 3: RESPONSIBILITIES OF THE PARTIES**

#### **A. City.**

To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance/s (SBO), the City shall transfer funding to the NEPDA to fund incentivization of public improvements associated with Development Projects. Such allocated funding is to be assigned to specific development agreements between NEPDA and the Development Projects.

#### **B. NEPDA.**

1. The NEPDA's use of funds must be dedicated to incentivizing the construction of public improvements.
2. The incentive must be specifically identified in a written agreement between the NEPDA and the Developer of the Project.
3. The Project public improvements must be both permitted by, and located within, the City of Spokane.
4. Exhibit A attached hereto provides example language that should be included in the agreement between the NEPDA and the Developer for the Development Project to address public works requirements such as prevailing wages, indemnification, insurance and bonding.
5. When the NEPDA enters into an agreement with a Development Project, NEPDA must notify City by providing the Project details and a copy of the agreement for the Development Project.

### **SECTION NO. 4: RCW 39.34 REQUIRED CLAUSES**

A. **PURPOSE:** See Section 1 above.

B. **DURATION:** See Section 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section 3 above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** See Responsibilities of Parties Section above.
- G. **TERMINATION:** See Section No. 2 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF,** the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

NORTHEAST PUBLIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

Public Improvements. The Project will include the following public improvements within the public right-of-way (the “Improvements” or “Public Improvements”):

[Describe public improvements \_\_\_\_\_ insert project details from the staff report  
\_\_\_\_\_]

1. Construction of the Public Improvements. NEPDA shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Neither the City of Spokane nor the NEPDA shall be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) The Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer’s behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. As a condition of the NEPDA’s liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the NEPDA’s payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor 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 NEPDA. Upon completion of the Public Improvements, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

(c) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the NEPDA shall have a right to direct audit of such information, records, and documents.

(d) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the NEPDA as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the NEPDA pursuant to this Agreement.

(e) Upon the City of Spokane's issuance of a Certificate of Occupancy and approved inspections of the Public Improvements, Developer shall provide the NEPDA an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the NEPDA as compatible with the requirements of the Washington State Auditor for audit purposes. The NEPDA shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the NEPDA accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the NEPDA within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the NEPDA refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the NEPDA shall specify the basis for the decision and the NEPDA and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement the dispute is not resolved, and if within ninety (90) calendar days of NEPDA's receipt of notification there remain unresolved any issues relating to actual costs, then the NEPDA shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the NEPDA's payment obligation to the Developer exceed the NTE Amount.

2. NEPDA's Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Project, subject to the terms and conditions of this agreement, and following Developer's completion of the

Project, including the Public Improvements, the NEPDA shall pay Developer an amount not to exceed [REDACTED] Dollars \$[REDACTED] through the [REDACTED] NEPDA incentive program (the "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the NEPDA, subject to the NTE Amount. The NEPAA will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the NEPDA's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's application for payment shall be subject to review by the NEPDA in consultation with City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

3. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by NEPDA representatives the cost records and accounts pertaining to this agreement.

4. Actual Material Costs. The NEPDA's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by review, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

5. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the NEPDA, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the NEPDA's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

6. Insurance. At all times prior to NEPDA's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below per RCW 4.24.115(1)(b).

(a) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the NEPDA, its officers, employees, contractors, agents, and such other persons or entities as the NEPDA may designate are additional insureds, but only with respect to the construction of the Public Improvements.

(b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Developer or its insurer(s) to the NEPDA.

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to NEPDA and/or City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that NEPDA may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the NEPDA at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section, the NEPDA may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The NEPDA makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0355

**Cross Ref #**

OPR 2020-0467

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

INFORMATION TECHNOLOGY

**Bid #****Contact Name/Phone**

CYLAS X6494

**Requisition #**

CR27478

**Contact E-Mail**

CENGELAND@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 - STRUCTURED - NETAPP AFF-A20HA STORAGE UPGRADE

**Agenda Wording**

Contract with Structured for NetApp AFF-A20HA Storage upgrade to replace current NetApp Appliance for City data storage. Cost \$64,095.22 with tax.

**Summary (Background)**

NetApp is the Enterprise NAS appliance (Network Attached Storage) for all city departments. All data, documents, etc. are stored in this NAS for every individual departments file share (or H: drive) Our current NetApp Appliance for City data storage is End Of Life the beginning of next year and needs to be replaced.

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

NA, hardware replacement

**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, hardware replacement

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

NA, hardware replacement

**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, hardware replacement

**Council Subcommittee Review**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 64,095.22	
Current Year Cost		\$ 64,095.22	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 64,095.22	#	5310-73100-94180-56409
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
NA			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
NA			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	MARTINEZ, LAZ	<b><u>PURCHASING</u></b>	WAHL, CONNIE
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Craig Schurter - cschurter@structured.com		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses			



**CITY OF SPOKANE**

**CONTRACT**

**Title: NetApp AFF-A20HA Storage upgrade**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SE Sunnybrook Boulevard, Suite 300, Clackamas, OR 97015-5765, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from GSA Contract No. GS-35-0349S.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide NetApp AFF-A20HA Storage upgrade, in accordance with the Company Quote Number 202406-102579, attached as Attachment B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin May 1, 2025 and shall run through April 30, 2026, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **FIFTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-NINE AND 06/100 DOLLARS (\$58,749.06)**, plus applicable tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

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

10. 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.

11. 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 Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51, 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 \$2,000,000, 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 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.

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. 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](http://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, City will give Company notice and Company 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.

**STRUCTURED COMMUNICATION  
SYSTEMS, 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:

Attachment A – Certificate Regarding Debarment

Attachment B – Company Quote Number 202406-102579

25-089a

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

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

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

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

<hr/> 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)

**ATTACHMENT B**

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** STRUCTURED COMMUNICATION SYSTEMS, INC.**Business name:** STRUCTURED COMMUNICATION SYSTEMS INC**Entity type:** [Profit Corporation](#)**UBI #:** 601-478-854**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 9200 SE SUNNYBROOK BLVD  
STE 300  
CLACKAMAS OR 97015-5765**Mailing address:** 9200 SE SUNNYBROOK BLVD  
STE 300  
CLACKAMAS OR 97015-5765**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bainbridge Island General Business - Non-Resident</a>				Active	Dec-31-2025	Feb-12-2020
<a href="#">Castle Rock General Business - Non-Resident</a>	888.0			Active	Dec-31-2025	May-08-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12088451BUS			Active	Dec-31-2025	Oct-15-2012

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
FOWLER, RONALD	

## Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

[View Additional Locations](#)



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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

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

<b>PRODUCER</b> (OR) Heffernan Insurance Brokers 5100 S Macadam Ave., Suite 440 Portland OR 97239	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 503-226-1320 <b>FAX (A/C, No):</b> 503-226-1478 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Structured Communication Systems, Inc. 9200 SE Sunnybrook Blvd., Ste 300 Clackamas OR 97015	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Massachusetts Bay Insurance Company <b>INSURER B:</b> Allmerica Financial Benefit Insurance Company <b>INSURER C:</b> Hanover Insurance Company <b>INSURER D:</b> The Hanover Insurance Company <b>INSURER E:</b> Philadelphia Indemnity Insurance Company <b>INSURER F:</b> Hiscox Insurance Company Inc.
License#: 0564249 STRUCOM-01	<b>NAIC #</b> 22306 41840 22292 22292 18058 10200

**COVERAGES****CERTIFICATE NUMBER:** 856554952**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP <input checked="" type="checkbox"/> \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZD2J26951302	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	AW2J26960802	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH2J26951702	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	W22 J216591 03 WM2 J269540 02	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<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
D E F	Tech E&O and Cyber Excess Tech E&O \$5M XS \$5M Employee Theft			LH2 J269582 02 PHSD1845631-003 UC2469029724	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Aggregate Limit \$5,000,000 Aggregate Limit \$5,000,000 Limit \$1000000

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

Excluded Individual, Worker's Compensation Policy #W22J21659103: Ronald Fowler  
RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

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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#### 14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

#### 15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

#### SECTION IV - CONDITIONS

#### 16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

#### 17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

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

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
    - b. used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

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

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

**1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Company Name: City of Spokane  
 Contact: Jack Whitelaw  
 Email: [jwhitelaw@spokanecity.org](mailto:jwhitelaw@spokanecity.org)  
 Phone: (509) 625-6433

Account Executive: Craig Schurter  
 23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601  
 Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>NetApp AFF-A20HA Storage &amp; DS224C Conversion Kits for City of Spokane</u></b>						
*Priced Per GSA Schedule GS-35F-0511T						
<u>Please note that due to potential changes in tariffs and trade regulations, the pricing outlined in this proposal is subject to change. Any adjustments resulting from new or modified tariffs will be communicated promptly and reflected in the final pricing.</u>						
1		NetApp AFF-A20-HA - Dual Controller, 64GB Memory, 8 x 3.8TB NVMe-SED Drives		\$69,420.00		\$19,659.41
2		NetApp SW ONTAP One Package; ONTAP One: CIFS, FCP, iSCSI, NFS, ONTAP S3 (ONTAP v9.8 or higher), Flexclone, SnapRestore, NVMeoF, SnapMirror A/S/BC, SnapCenter, Autonomous Ransomware Protection, MTKM, SnapLock, SnapVault (NVE & Tru)		\$74,100.00		\$20,984.70
3		NetApp SupportEdge Advisor 4Hr. Part Replaece - Co-Termed 24 Mos.		\$14,774.40		\$11,157.51
4		NetApp DS224C Conversion Kit, w/2x Quad-Port IO Modules		\$19,487.94		\$5,697.44
5		Structured Professional Services		\$1,250.00		\$1,250.00
<b><u>GRAND TOTAL:</u></b>				<b><u>\$179,032.34</u></b>		<b><u>\$58,749.06</u></b>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b>Solution Line Item Detail:</b>						
<b><u>NetApp AFF-A20-HA - Dual Controller, 64GB Memory, 8 x 3.8TB NVMe-SED Drives</u></b>						
6	AFF-A20	AFF A20	1	\$0.00	\$0.00	\$0.00
7	AFF-A20-001	AFF A20 HA System	2	\$0.00	\$0.00	\$0.00
8	AFF-A20A-100-C	AFF A20 HA System,-C	1	\$14,200.00	\$4,021.41	\$4,021.41
9	X60132A-C	IO Module,4PT,10/25GbE,-C	4	\$5,100.00	\$1,444.29	\$5,777.16
10	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	14	\$0.00	\$0.00	\$0.00
11	X65404-N-C	SFP28,25GbE,SR,-C	8	\$0.00	\$0.00	\$0.00
12	X5532A-N-C	Rail,4-Post,Thin,Rnd/Sq-Hole,Sm,Adj,24-32,-C	1	\$0.00	\$0.00	\$0.00
13	X800-42U-R6-C	Jumper Crd,In-Cab,C13-C14,-C	2	\$0.00	\$0.00	\$0.00
14	X97602A-C	Power Supply,1600W,Titanium,-C	2	\$0.00	\$0.00	\$0.00
15	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2	\$0.00	\$0.00	\$0.00
16	X4025A-2-A-C	Drive Pack 2X3.8TB,NVMe4,SED,-C	4	\$8,705.00	\$2,465.21	\$9,860.84
17	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	8	\$0.00	\$0.00	\$0.00
<b><u>SUBTOTAL</u></b>						<b><u>\$19,659.41</u></b>
<b><u>NetApp SW ONTAP One Package; ONTAP One: CIFS, FCP, iSCSI, NFS, ONTAP S3 (ONTAP v9.8 or higher), Flexclone, SnapRestore, NVMeoF, SnapMirror A/S/BC, SnapCenter, Autonomous Ransomware Protection, MTKM, SnapLock, SnapVault (NVE &amp; Tru)</u></b>						
18	SW-ONTAPO-FLASH-A20-C	SW,ONTAP One Package,Per TB,Flash,A20,-C	30	\$2,470.00	\$699.49	\$20,984.70
19	SW-SMIRROR-CLD-ONTAP-ONE	Software,SnapMirror Cloud,ONTAP One	1	\$0.00	\$0.00	\$0.00
20	SW-S3-SM-ONTAP-ONE	Software,ONTAP One	1	\$0.00	\$0.00	\$0.00
<b><u>SUBTOTAL</u></b>						<b><u>\$20,984.70</u></b>
<b><u>NetApp SupportEdge Advisor 4Hr. Part Replaece - Co-Termed 24 Mos.</u></b>						
21	CS-4HR-REPLACEMENT-A	4hr Parts Replacement	1	\$2,462.40	\$1,859.59	\$1,859.59
22	CS-G1A-SE-ADVISOR	SupportEdge Advisor	1	\$12,312.00	\$9,297.92	\$9,297.92
<b><u>SUBTOTAL</u></b>						<b><u>\$11,157.51</u></b>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>NetApp DS224C Conversion Kit, w/2x Quad-Port IO Modules (12Gb MiniSAS-HD)</u></b>						
23	X60150A	IO Module,4-Port SAS 12Gb MiniSAS-HD	2	\$4,800.00	\$1,399.10	\$2,798.20
24	X899B	DS224C,Conversion Kit	1	\$8,593.82	\$2,504.88	\$2,504.88
25	X-26004-00	Cable,miniSAS HD-miniSAS HD,SAS3,1m	4	\$323.53	\$98.59	\$394.36
<b><u>SUBTOTAL</u></b>						<b><u>\$5,697.44</u></b>
<b><u>Structured Professional Services</u></b>						
26	PROF-SERVICES.DCS	DCS Services - ESTIMATE ONLY - Signed SOW Required	5	\$250.00	\$250.00	\$1,250.00
<b><u>Subtotal</u></b>						<b><u>\$1,250.00</u></b>
Prepared by: Michael D. Lopez (R1 DM, R2 LQ)						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> <li>Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <a href="http://www.structured.com/terms/">http://www.structured.com/terms/</a>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.</li> <li>Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.</li> <li>Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.</li> <li>Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.</li> <li><b>Remit To Address:</b> 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015</li> </ol> <p>This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</p>						

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or [orders@structured.com](mailto:orders@structured.com)**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Shipping Address:

Billing Address:

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_

Date Needed:

Customer Reference / Purchase Order Number: \_\_\_\_\_

**Bridging People, Business & Technology**

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2025

**Clerk's File #**

OPR 2025-0362

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

DAWN KINDER 625-6443

**Requisition #****Contact E-Mail**

DKINDER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE PDILLON ZZAPPONE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1680- INTERLOCAL AGREEMENT FOR A COLLECTION REGIONAL EFFORT

**Agenda Wording**

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

**Summary (Background)**

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GBYRD		
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	GBYRD		
<b><u>Legal</u></b>	GBYRD		
<b><u>For the Mayor</u></b>	GBYRD		
<b>Distribution List</b>			
		dkinder@spokanecity.org	
arielleanderson@spokanecity.org		dnorman@spokanecity.org	

# **INTERLOCAL AGREEMENT FOR A COLLECTIVE REGIONAL EFFORT CENTERED ON THE 5-YEAR PLAN TO END HOMELESSNESS**

**THIS INTERLOCAL AGREEMENT** (herein after “Agreement”) is entered into by and between **SPOKANE COUNTY** (“County”), a political subdivision of the State of Washington, through the Spokane County Housing and Community Development Department (“HCD”), whose address is 1026 West Broadway Avenue, Fourth Floor, Spokane, WA 99201, and the **CITY OF SPOKANE** (hereinafter “Spokane City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and **CITY OF SPOKANE VALLEY** (hereinafter “Valley”), a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206, sometimes referred to individually as “Party” or collectively as “Parties.”

## **RECITALS**

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

**WHEREAS**, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between government agencies; and

**WHEREAS**, all Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; and

**WHEREAS**, the Continuum of Care 5-Year Strategic Plan to End Homelessness 2020-2025 (“Homelessness Strategic Plan”) has the following objectives:

- **Objective One:** *Promote an equitable, accountable, and transparent homeless crisis response system*
- **Objective Two:** *Prioritize those with the greatest barrier to housing stability and the greatest risk of harm*
- **Objective Three:** *Prevent episodes of homelessness whenever possible*
- **Objective Four:** *Seek to house everyone in a stable setting that meets their needs*
- **Objective Five:** *Strengthen the homeless provider workforce*

**THEREFORE**, in consideration of the foregoing and of the mutual promises herein, the Parties agree as follows:



1. PURPOSE. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.
2. ADMINISTRATION. The Parties shall meet as frequently as needed to meet the following objectives and coordinate various funding schedules. The Parties shall administer their various program grants separately, and in accordance with local, state and federal Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the HCD Administrator. The Spokane City's contract administrator is the Neighborhood, Housing and Human Services, Director. The Valley's administrator is the City Services Administrator.
3. DATA COLLECTION. The Parties acknowledge that agreements funded through the Spokane Regional Continuum of Care organization require HMIS data collection and reporting as identified by federal and state funding sources. Parties shall share data in accordance with this Agreement and with any applicable Data Sharing Agreements. Each participating jurisdiction will encourage those operating homeless and/or housing services/projects not funded through the Spokane Regional Continuum of Care organization to utilize HMIS as a data center to support regional and thorough data collection and evaluation.
4. JOINT-RESPONSIBILITIES OF THE PARTIES:
  - a. The Parties shall collaborate through regular meetings between the Administrators or their designees, or other representatives from each Party, in order to identify efficiencies that the Parties can obtain through coordinating each Party's separate actions in furtherance of the Homelessness Strategic Plan.
  - b. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
  - c. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
  - d. Each Party shall maintain and update their respective Housing Inventory Count (HIC) dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCW 36.22.250.
  - e. Parties shall coordinate inclement weather response pertaining to cooling centers, warming centers, and clean air needs.
  - f. The Parties shall jointly plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.
  - g. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited,

- (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (d) jointly evaluating the performance of current and previously funded contracts .
- h. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
  - i. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
  - j. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
  - k. The Parties shall establish priority interventions that serve extremely low and very low income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).
5. DURATION OF AGREEMENT – TERMINATION. This Agreement is for a term of 5 years, commencing when all Parties have signed and executed, and terminating on February 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraph 7 shall survive termination of this Agreement.
6. RIGHT TO CONTRACT INDEPENDENTLY. Any Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other Parties and shall not bind or otherwise obligate the other Parties to participate in the activity.
7. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. None of the Parties assume responsibility for the consequences of any act or omission of any other Party to this agreement or any person or entity not a party hereto. This Agreement is not intended to create any third party beneficiary or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this agreement.

In accordance with the above, each Party receiving a claim for damages from a third party ("Indemnifying Party(ies)"), when such damages are alleged to have arisen from that Party's negligent or wrongful act or failure to act on the part of itself, its agents, or employees, shall indemnify, defend, and hold harmless the other Parties ("Indemnified Party(ies)"). When the damages are alleged to have arisen from the concurrent negligence or wrongful acts or failures to act of more than one Party herein, then (a) the Indemnifying Parties shall fully defend, indemnify, and hold harmless any Party who is not alleged to have engaged in

negligent or wrongful action or inaction injuring a third party, and (b) each Indemnifying Party shall be responsible only for that portion of the damages caused by that Indemnifying Party's negligence, wrongful actions, or failure to act.

8. RCW 39.34 REQUIRED CLAUSES.

- a. Purposes. See Section No.1 above.
- b. Duration. See Section No. 5 above
- c. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- d. Administration. See Section No. 2 above.

- 9. **Property Upon Termination.** Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.
- 10. **Amendment.** Parties may amend this Agreement only in a writing signed and executed by all Parties and with the same formalities as required for this Agreement.
- 11. **Assignment.** No Party may assign any part of this Agreement to a third party. No other person or entity has any right or privilege under or in connection with this Agreement.
- 12. **Compliance with Laws.** Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders from courts of competent jurisdiction.
- 13. **Counterparts.** The Parties may execute this Agreement and any amendment in counterparts. Each counterpart will constitute an original, all of which together will constitute the same Agreement.
- 14. **Headings.** The headings in this Agreement are non-substantive and for reference only.
- 15. **Independent Contractors.** The Parties to this Agreement are independent contractors. No officer, employee, agent, or representative of any Party will be deemed an officer, employee, agent, or representative of another Party.
- 16. **Maintenance of Records.** Each Party is responsible for maintaining its own documents, records, media, and data in connection with this Agreement. Each Party must make available to Spokane County, at any time during normal operating hours, all nonconfidential or nonprivileged records, books, or pertinent information arising from or in connection with this Agreement which are in that Party's possession or control.
- 17. **Merger.** The provisions of this Agreement, and any attachments, exhibits, or other materials incorporated herein, together constitute the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings between the Parties in connection with this Agreement.
- 18. **Notices.** All notices shall be in writing and delivered either in person, by United States mail, or by email to the applicable Administrator or Administrator's designee.
- 19. **Public Records Act.** The Parties acknowledge and agree that Spokane County, City, and

Valley are bound by Chapter 42.56 RCW (Public Records Act) and that the Public Records Act controls over any part of this Agreement which may conflict. No Party will be deemed in breach of this Agreement for complying with any requirement of the Public Records Act. The Parties must assist each other in retaining and producing public records in connection with this Agreement. Any Party's failure to so assist will constitute a material breach of this Agreement, and any Party who fails to assist must indemnify, defend, and hold the non-breaching Parties harmless from any liability resulting from such breach.

20. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction, arbitrator, or mediator to be invalid or unenforceable, then all other parts of this Agreement will remain in full force and effect.
21. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
22. **Waiver.** If a Party fails to require performance from another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be interpreted or construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez

Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_

AMBER WALDREF, COMMISSIONER

---

CHRIS JORDAN, COMMISSIONER

Approved as to form:

LAWRENCE H. HASKELL

Spokane County Prosecuting Attorney

---

R. Wesley Zickau, WSBA #58416

Deputy Prosecuting Attorney

CITY OF SPOKANE:

---

Alexander Scott - City Administrator

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF SPOKANE VALLEY

---

John Hohman – City Manager

ATTEST:

---

City Clerk

Approved as to form:

---

City Attorney

DRAFT

DRAFT



INTER-LOCAL AGREEMENT

REGIONAL HOMELESSNESS COLLABORATION





The City of Spokane, Spokane County and the City of Spokane Valley recognize the importance of regional collaboration to effectively address homelessness.



It is in the public's best interest to cooperate in carrying out homeless funding priorities



The Continuum of Care bears the responsibility to establish via state collaboration and public comment on the 5 Year Plan to End Homelessness

COLLECTIVE REGIONAL EFFORT

# 5 YEAR PLAN TO END HOMELESSNESS



## 5 Objectives

- Promote an equitable, accountable, and transparent homeless crisis response system
- Prioritize those with the greatest barrier to housing stability and the greatest risk of harm
- Prevent episodes of homelessness whenever possible
- Seek to house everyone in a stable setting that meets their needs
- Strengthen the homeless provider workforce

# AGREEMENTS WITHIN THE ILA

- Jurisdictional staff will continue to meet as frequently as necessary to:
  - a. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
  - b. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
  - c. Each Party shall maintain and update their respective Housing Inventory Count (HIC) dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCW 36.22.250.
  - d. Parties shall coordinate inclement weather response pertaining to cooling centers, warming centers, and clean air needs.
  - e. The Parties shall jointly plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.

# AGREEMENTS IN THE ILA CONT.

- a. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited, (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (d) jointly evaluating the performance of current and previously funded contracts .
- b. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
- c. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
- d. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
- e. The Parties shall establish priority interventions that serve extremely low and very low-income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).

## DURATION OF ILA



This Agreement is for a term of 5 years, commencing when all Parties have signed and executed, and terminating on February 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraph 7 shall survive termination of this Agreement.



This aligns with the 5 Year Plan to End Homelessness causing a natural opportunity to revisit ILA guidelines based on local needs, funding, organizational changes etc.

# OTHER STANDARD TERMS

- Hold Harmless
- Property Upon Termination
- Amendments
- Assignment
- Compliance with Laws
- Counterparts
- Headings
- Independent Contractors
- Maintenance of Records
- Merger
- Notices
- Public Records Act
- Severability
- Time of the Essence
- Waiver

# QUESTIONS

# STAFF INVOLVED

- City of Spokane
  - Dawn Kinder
  - Arielle Anderson
  - Megan Kapaun
- City of Spokane Valley
  - John Hohman
  - Gloria Mantz
  - Kelly Konkright
- Spokane County
  - George Dahl
  - Chris McKinney
  - Wes Zickau



**Strike the entirety of the Interlocal Agreement and substitute the following in its place:**

**INTERLOCAL AGREEMENT FOR A COLLECTIVE REGIONAL EFFORT CENTERED ON THE 5-YEAR  
PLAN TO END HOMELESSNESS**

**THIS INTERLOCAL AGREEMENT** (herein after “Agreement”) is entered into by and between **SPOKANE COUNTY** (“County”), a political subdivision of the State of Washington, through the Spokane County Housing and Community Development Department (“HCD”), whose address is 1026 West Broadway Avenue, Fourth Floor, Spokane, WA 99201, and the **CITY OF SPOKANE** (hereinafter “Spokane City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and **CITY OF SPOKANE VALLEY** (hereinafter “Valley”), a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206, sometimes referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

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

**WHEREAS**, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between government agencies; and

**WHEREAS**, all Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; and

**WHEREAS**, the Spokane Regional Continuum of Care 2025-2030 5-Year Strategic Plan to Prevent and End Homelessness (“Homelessness Strategic Plan”) has the following objectives:

- **Objective One:** *Promote an equitable, accountable, and transparent homeless crisis response system*
- **Objective Two:** *Prioritize those with the greatest barrier to housing stability and the greatest risk of harm*
- **Objective Three:** *Prevent episodes of homelessness whenever possible*
- **Objective Four:** *Seek to house everyone in a stable setting that meets their needs*
- **Objective Five:** *Strengthen the homeless provider workforce*

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1. PURPOSE. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.
2. ADMINISTRATION. The Parties shall meet as frequently as needed to meet the following objectives and coordinate various funding schedules. The Parties shall administer their various program grants separately, and in accordance with local, state and federal Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the HCD Administrator. The Spokane City's contract administrator is the Neighborhood, Housing and Human Services, Director. The Valley's administrator is the City Services Administrator.
3. DATA COLLECTION. The Parties acknowledge that agreements funded through the Spokane Regional Continuum of Care organization require HMIS data collection and reporting as identified by federal and state funding sources. Parties shall share data in accordance with this Agreement and with any applicable Data Sharing Agreements. Each participating jurisdiction will encourage those operating homeless and/or housing services/projects not funded through the Spokane Regional Continuum of Care organization to utilize HMIS as a data center to support regional and thorough data collection and evaluation.
4. JOINT-RESPONSIBILITIES OF THE PARTIES:
  - a. The Parties shall collaborate through regular meetings between the Administrators or their designees, or other representatives from each Party, in order to identify efficiencies that the Parties can obtain through coordinating each Party's separate actions in furtherance of the Homelessness Strategic Plan.
  - b. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
  - c. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
  - d. Each Party shall maintain and update their respective Housing Inventory Count (HIC) dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCW 36.22.250.
  - e. Parties shall coordinate inclement weather response pertaining to cooling centers, warming centers, and clean air needs.
  - f. The Parties shall jointly plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.

- g. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited, (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (e) jointly evaluating the performance of current and previously funded contracts .
  - h. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
  - i. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
  - j. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
  - k. The Parties shall establish priority interventions that serve extremely low and very low income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).
  - l. The Parties shall establish a coordinated data reporting process that provides information regarding homeless system performance to the Spokane City Council, the Spokane Valley City Council, the Spokane County Board of County Commissioners, and to the general public.
5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall commence when all Parties have signed and executed the same, and shall terminate on May 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraphs 7 and 19 shall survive termination of this Agreement.
6. RIGHT TO CONTRACT INDEPENDENTLY / NO ENCUMBRANCES. Any Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other Parties and shall not bind or otherwise obligate the other Parties to participate in the activity. Nothing in this Agreement shall be construed to authorize the commitment of any Party's funds, or the execution of contracts on behalf of that Party that encumbers public funds or resources, without the approval of that Party's legislative body to the extent such approval is required under its local code or procurement policies.
7. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. None of the

Parties assume responsibility for the consequences of any act or omission of any other Party to this agreement or any person or entity not a party hereto. This Agreement is not intended to create any third party beneficiary or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this agreement.

In accordance with the above, each Party receiving a claim for damages from a third party ("Indemnifying Party(ies)"), when such damages are alleged to have arisen from that Party's negligent or wrongful act or failure to act on the part of itself, its agents, or employees, shall indemnify, defend, and hold harmless the other Parties ("Indemnified Party(ies)"). When the damages are alleged to have arisen from the concurrent negligence or wrongful acts or failures to act of more than one Party herein, then (a) the Indemnifying Parties shall fully defend, indemnify, and hold harmless any Party who is not alleged to have engaged in negligent or wrongful action or inaction injuring a third party, and (b) each Indemnifying Party shall be responsible only for that portion of the damages caused by that Indemnifying Party's negligence, wrongful actions, or failure to act.

8. RCW 39.34 REQUIRED CLAUSES.

- a. Purposes. See Section No.1 above.
- b. Duration. See Section No. 5 above
- c. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- d. Administration. See Section No. 2 above.

9. **Property Upon Termination.** Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

10. **Amendment.** Parties may amend this Agreement only in a writing signed and executed by all Parties and with the same formalities as required for this Agreement.

11. **Assignment.** No Party may assign any part of this Agreement to a third party. No other person or entity has any right or privilege under or in connection with this Agreement.

12. **Compliance with Laws.** Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders from courts of competent jurisdiction.

13. **Counterparts.** The Parties may execute this Agreement and any amendment in counterparts. Each counterpart will constitute an original, all of which together will constitute the same Agreement.

14. **Headings.** The headings in this Agreement are non-substantive and for reference only.

15. **Independent Contractors.** The Parties to this Agreement are independent contractors. No officer, employee, agent, or representative of any Party will be deemed an officer, employee, agent, or representative of another Party.

16. **Maintenance of Records.** Each Party is responsible for maintaining its own documents, records, media, and data in connection with this Agreement. Each Party must make available to Spokane County, at any time during normal operating hours, all nonconfidential or nonprivileged records, books, or pertinent information arising from or in connection with this Agreement which are in that Party's possession or control.
17. **Merger.** The provisions of this Agreement, and any attachments, exhibits, or other materials incorporated herein, together constitute the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings between the Parties in connection with this Agreement.
18. **Notices.** All notices shall be in writing and delivered either in person, by United States mail, or by email to the applicable Administrator or Administrator's designee.
19. **Public Records Act.** The Parties acknowledge and agree that Spokane County, City, and Valley are bound by Chapter 42.56 RCW (Public Records Act) and that the Public Records Act controls over any part of this Agreement which may conflict. No Party will be deemed in breach of this Agreement for complying with any requirement of the Public Records Act. The Parties must assist each other in retaining and producing public records in connection with this Agreement. Any Party's failure to so assist will constitute a material breach of this Agreement, and any Party who fails to assist must indemnify, defend, and hold the non-breaching Parties harmless from any liability resulting from such breach.
20. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction, arbitrator, or mediator to be invalid or unenforceable, then all other parts of this Agreement will remain in full force and effect.
21. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
22. **Waiver.** If a Party fails to require performance from another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be interpreted or construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

---

MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

Approved as to form:  
LAWRENCE H. HASKELL  
Spokane County Prosecuting Attorney

\_\_\_\_\_  
R. Wesley Zickau, WSBA #58416  
Deputy Prosecuting Attorney

CITY OF SPOKANE:  
Alexander Scott - City Administrator

ATTEST:  
City Clerk

Approved as to form:

City Attorney

CITY OF SPOKANE VALLEY

---

John Hohman – City Manager

ATTEST:

---

City Clerk

Approved as to form:

---

City Attorney







## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

**Date Rec'd**

3/11/2025

**Clerk's File #**

OPR 2025-0368

**Cross Ref #**

**Project #**

2021079

**Council Meeting Date:** 05/19/2025

**Submitting Dept**

ENGINEERING SERVICES

**Bid #**

**Contact Name/Phone**

DAN BULLER 625-6391

**Requisition #**

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** YES

**Agenda Item Name**

0370 - LOW BID AWARD - FRANCIS AND ASSEMBLY WATER TRANSMISSION

### **Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for Francis and Assembly Water Transmission Main - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Northwest & Balboa/South Indian Trail Neighborhood Councils)

### **Summary (Background)**

This project installs an 18" water transmission main from approximately the intersection of Assembly/Driscoll & Francis (near Dwight Merkel Sports Complex) to Nine Mile Rd/Wind River Dr, approx. 7,000 ft. The purpose of this project is to supply additional water during the summer months when the residential area NW of this project experiences low pressure. This project is locally funded. Estimated cost is: \$5,500,000.00 to \$6,000,000.00. On \_\_\_\_, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \$\_\_\_\_. \_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 0	# 4250 42300 94340 56501 11029	
Expense	\$ 0	# 4250 98866 94340 56501 11029	
Expense	\$ 0	# 4250 42300 94340 56501 11034	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Water Rates			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
N/A			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	BULLER, DAN		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SZAMBELAN, TIMOTHY		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		tax&licenses@spokanecity.org	
publicworksaccounting@spokanecity.org		eraea@spokanecity.org	
dbuller@spokanecity.org		pyoung@spokanecity.org	
jrhall@spokanecity.org		mvalen@spokanecity.org	



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

3/11/2025

**Clerk's File #**

OPR 2025-0369

**Cross Ref #****Project #**

2025043

**Council Meeting Date:** 05/19/2025**Submitting Dept**

ENGINEERING SERVICES

**Bid #****Contact Name/Phone**

DAN BULLER 6391

**Requisition #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

0370 - LOW BID AWARD - 2025 LOCAL STREET CHIP SEAL 2025043

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Local Access Chip Seal - \$\_\_\_ plus tax. An administrative reserve of \$\_\_\_ plus tax, which is 10% of the contract, will be set aside. Various Neighborhoods.

**Summary (Background)**

The project shown in the attached exhibit is the annual local access chip seal project funded by the transportation benefit district. This project was formerly known as the residential chip seal project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas, and thus, the name changed to "local street chip seal." The total length of the street to receive chip sealing is 4.4 miles. On \_\_\_\_\_, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$\_\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \$\_\_\_. \_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

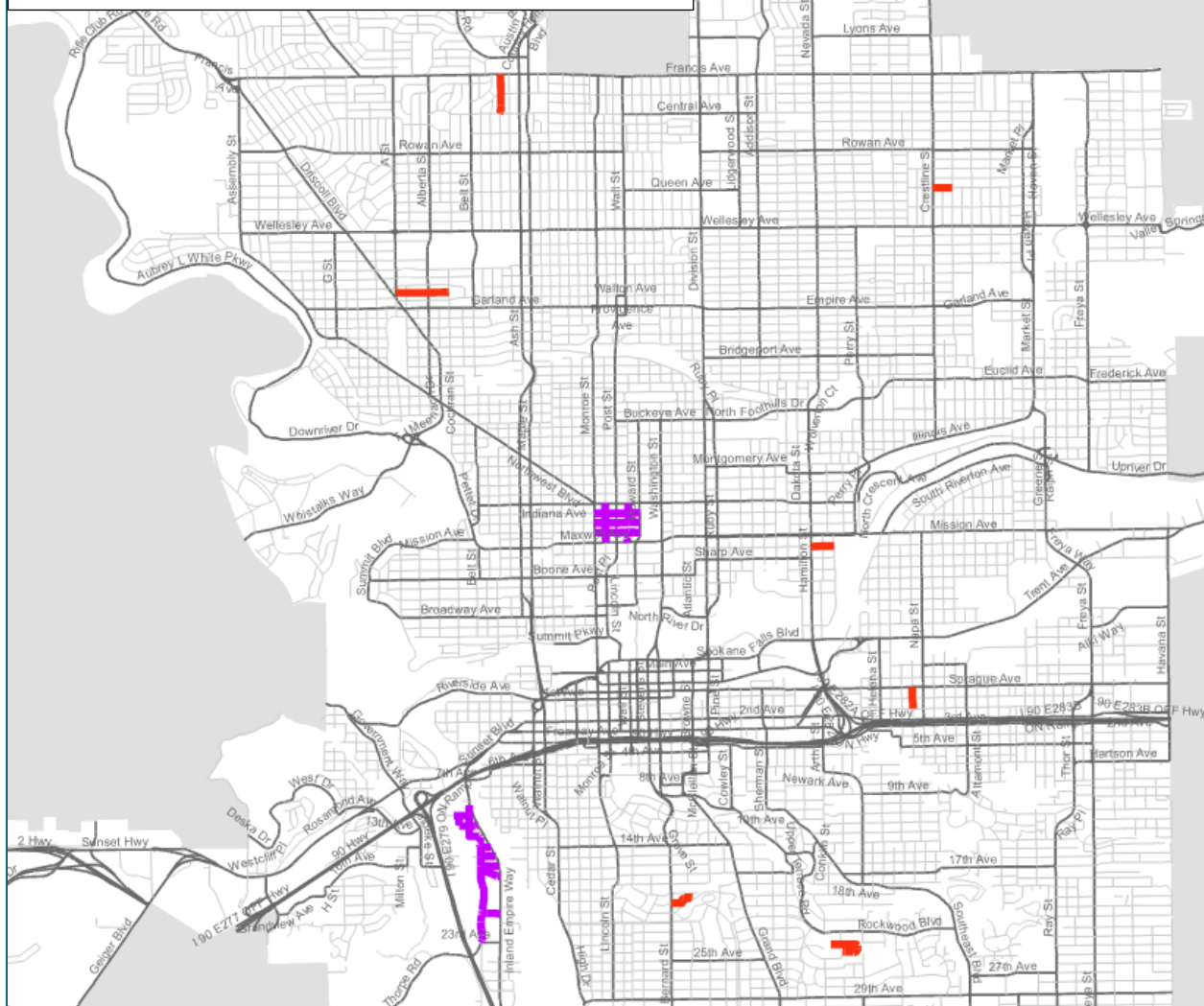
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 0	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Estimated cost of \$1,500,000.00			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 0	# 1990-49893-42300-54201-21049	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	BULLER, DAN		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SZAMBELAN, TIMOTHY		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		eraea@spokanecity.org	
publicworksaccounting@spokanecity.org		pyoung@spokanecity.org	
dbuller@spokanecity.org		jradams@spokanecity.org	
mvalen@spokanecity.org			

## 2025 Local Access Grind & Overlay 2025 Local Access Chip Seal



### Grind & Overlay (red)

Sinto – Hamilton to Superior  
 Queen – Crestline to Stone  
 Magnolia – Pacific to Sprague  
 20<sup>th</sup>/McClellan – Bernard to 19<sup>th</sup>  
 Christmas Tree/Rockwood Pine  
 Upton – A to Nettleton  
 Elm – Central to Francis

### Chip Seal (pink)

Wilding from Standard to Lincoln Et Al  
 Chestnut St Et Al  
 Augusta from Monroe to Howard Et Al



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/14/2025

**Clerk's File #**

ORD C36678

**Cross Ref #**

OPR 2025-0333

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

N/A

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5110 - SBO - DEPARTMENT OF ECOLOGY VW AIR QUALITY GRANT

**Agenda Wording**

Fleet Services has been awarded a Department of Ecology grant for the installation of up to 10 AC Level 2 Vehicle Charging plugs at the Water Department. The SBO is to create budget for the grant.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane up to \$100,000 via the Air Quality VW EV Charging Level 2: Charge Where You Are grant. Fleet Services' proposal is to install 10 ACL2 chargers at the Water Department to aid in future EV expansion. The City is responsible to match 40% of total project cost up to \$66,667. Match dollars will be paid using Fleet's Clean Fuel Infrastructure Reserve funds. All reporting and deliverables will be the responsibility of the Fleet Services Department.

**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?**

City, State, and Federal grant reception and procurement rules are required for successful utilization of this award. Effectiveness data will be collected by Fleet to meet these requirements.

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

Aquisition of cost-effective infrastructure aligns with Capital Improvement Program.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ \$166,667	
Current Year Cost		\$ \$166,667	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
Fleet Services established a fuel surcharge to fund charging infrastructure in 2022. Since surcharge collection has been suspended for FY 2024 and 2025, the acceptance of this grant will increase our ability to proactively install charging infrastructure.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 100,000	# 5110-98817-99999-33431-97316	
Expense	\$ 166,667	# 5110-98817-94180-56301-97316	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
40% match. Ecology max expenditure is \$100,000. The City's Max is \$66,667.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	BOSTON, MATTHEW	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			

ORDINANCE NO C36678

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A GRANT FROM DEPARTMENT OF ECOLOGY FOR INSTALLATION OF TEN LEVEL 2 CHARGING STATIONS.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Fleet Services Fund (equipment replacement) 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 Council of Spokane does ordain:

Section 1. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$100,000.
  - A) Of the increased revenue, \$100,000 is provided solely from Department of Ecology.
- 2) Increase appropriation by \$166,667.
  - A) Of the increased appropriation, \$166,667 is provided solely for other capital improvements.

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 grant received from Department of Ecology for installation of ten Level 2 charging stations, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36684

**Cross Ref #**

OPR 2025-0354

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY AND ECONOMIC

**Bid #****Contact Name/Phone**

STEVE 625-6835

**Requisition #****Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON JBINGLE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750-SBO TO BUDGET FOR PAYMENT TO NEPDA

**Agenda Wording**

SBO arising from the need to budget for a payment to the Northeast Public Development Authority (NEPDA) as a development incentive as part of an interlocal agreement.

**Summary (Background)**

The 2019 Strategic Plan had allocated our Public Development Authorities funding for Public Right of Way Improvements (streets, utility, stormwater) to help spur private investment within the respective districts. The fund (budget # 3200 49854 95300 56701 99999) held the Northeast Public Development (NEPDA) allocation \$1,250,000 toward a developer agreement RES 2020-0018. That development agreement has expired. The NEPDA has requested that \$625,000 remain with the City to provide a local grant match on the Wellesley project within the NEPDA. In addition, it is a staff's recommendation that the balance of \$625,000 be transferred to the NEPDA to use as a development incentive for ROW improvements and offsets (streets, utilities, stormwater, GFCs, impact fees, etc). The NEPDA will enter into agreements with development projects that follow Public Works rules regarding prevailing wages and project bidding.

**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 625,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 625,000	#	3200-49854-58700-54201-20802
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
nzollinger@spokanecity.org		klouden@spokanecity.org	
cpitsnogle@spokanecity.org		kpicanco@spokanecity.org	

ORDINANCE NO C36684

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PAY THE NEPDA FOR A DEVELOPMENT INCENTIVE.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Arterial Street 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 Council of Spokane does ordain:

Section 1. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$625,000.
- A) Of the increased appropriation, \$625,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for a payment to the Northeast Public Development Authority (NEPDA) as a development incentive as part of an interlocal agreement, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36685

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

MATT BOSTON 625-6585

**Requisition #****Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5903 - FIRE CAPITAL SBO

**Agenda Wording**

Amending ordinance No. C36626, entitled in part, "An ordinance adopting a biennial budget for the city of Spokane", and amending it to transfer funding from facilities capital to fire capital for equipment purchases.

**Summary (Background)**

The purpose of this SBO is to transfer funds from the Facilities Capital fund to the Fire Capital fund to allow the Fire department to make equipment purchases.

**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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 450,000	
Current Year Cost		\$ 450,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Transfer of funds from the Facilities Capital Fund to the Fire Capital Fund.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ -450,000	#	5904-79160-18300-54101-59011
Expense	\$ 450,000	#	5904-79160-97187-80101-99999
Revenue	\$ 450,000	#	5903-79125-99999-39787-99999
Expense	\$ 450,000	#	5903-79125-22200-53502-99999
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Reserves			
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

ORDINANCE NO C36685

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO TRANSFER FUNDING FROM FACILITIES CAPITAL TO FIRE CAPITAL FOR EQUIPMENT PURCHASES.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Facilities Capital Fund and the Fire Capital 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 Council of Spokane does ordain:

Section 1. That in the budget of the Facilities Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$450,000.
  - A) Of the decreased appropriation, \$450,000 is removed solely from professional services.
- 2) Increase appropriation by \$450,000.
  - A) Of the increased appropriation, \$450,000 is provided solely for an operating transfer-out to the Fire Capital Fund.

Section 2. That in the budget of the Fire Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$450,000.
  - A) Of the increased revenue, \$450,000 is provided solely for an operating transfer-in from the Facilities Capital Fund.
- 2) Increase appropriation by \$450,000.
  - A) Of the increased appropriation, \$450,000 is provided solely for minor 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 need to transfer funding to Fire Capital for equipment purchases, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36686

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

HUMAN RESOURCES

**Bid #****Contact Name/Phone**

ALLISON ADAM 6287

**Requisition #****Contact E-Mail**

AADAM@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 SPECIAL BUDGET ORDINANCE- Q2 2025 HR RANGE CHANGES

**Agenda Wording**

Q2 2025 HR Salary Range Changes SBO

**Summary (Background)**

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

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

N/A recurring HR admin task

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

N/A recurring HR admin task

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

N/A recurring HR admin task

**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?**

Ensures compensation equity.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 278,000-373,000	
Current Year Cost		\$ 186,000-249,000	
Subsequent Year(s) Cost		\$ TBD	
<b><u>Narrative</u></b>			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ADAM, ALLISON	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	ADAM, ALLISON		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	BEATTIE, LAUREN		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			



## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	04/28/2025																																																																						
<b>Submitting Department</b>	Human Resources																																																																						
<b>Contact Name</b>	Allison Adam, Director of HR																																																																						
<b>Contact Email &amp; Phone</b>	<a href="mailto:aadam@spokanecity.org">aadam@spokanecity.org</a>																																																																						
<b>Council Sponsor(s)</b>	CM Dillon & CM Cathcart																																																																						
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10 min																																																																						
<b>Agenda Item Name</b>	Special Budget Ordinance – Q2 2025 HR Range Changes																																																																						
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																						
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																																																																						
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<div style="border: 1px solid black; padding: 10px;"> <p>The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Union</th><th>SPN/ Job Code</th><th>Title</th><th>From Grade</th><th>To Grade</th><th>Former Range</th><th>New Range</th></tr> </thead> <tbody> <tr> <td colspan="7"><b>Civil Service Request</b></td></tr> <tr> <td>M&amp;P-B</td><td>231F1</td><td>Assistant Engineer I</td><td>A02-38</td><td>A02-38</td><td>\$66,064.32-\$93,542.40</td><td>\$66,064.32-\$93,542.40</td></tr> <tr> <td>M&amp;P-B</td><td>231F2</td><td>Assistant Engineer II</td><td>---</td><td>A02-41</td><td>---</td><td>\$71,179.92-\$100,808.64</td></tr> <tr> <td>M&amp;P-B</td><td>232F1</td><td>Associate Engineer I</td><td>A02-46</td><td>A02-46</td><td>\$80,283.60-\$113,754.24</td><td>\$80,283.60-\$113,754.24</td></tr> <tr> <td>M&amp;P-B</td><td>232F2</td><td>Associate Engineer II</td><td>---</td><td>A02-49</td><td>---</td><td>\$86,359.68-\$121,793.04</td></tr> <tr> <td>M&amp;P-B</td><td>233F1</td><td>Senior Engineer I</td><td>A02-52</td><td>A02-53</td><td>\$92,811.60-\$132,045.12</td><td>\$97,342.56-\$137,223.36</td></tr> <tr> <td>M&amp;P-B</td><td>233F2</td><td>Senior Engineer II</td><td>---</td><td>A02-56</td><td>---</td><td>\$103,188.96-\$146,995.20</td></tr> <tr> <td>M&amp;P-B</td><td>234</td><td>Principal Engineer</td><td>A02-57</td><td>A02-60</td><td>\$105,840.72-\$153,196.56</td><td>\$114,025.68-\$162,717.84</td></tr> <tr> <td>M&amp;P-B</td><td>028</td><td>Public Records Officer</td><td>---</td><td>A02-38</td><td>---</td><td>\$66,064.32 - \$93,542.40</td></tr> </tbody> </table> </div>	Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range	<b>Civil Service Request</b>							M&P-B	231F1	Assistant Engineer I	A02-38	A02-38	\$66,064.32-\$93,542.40	\$66,064.32-\$93,542.40	M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,179.92-\$100,808.64	M&P-B	232F1	Associate Engineer I	A02-46	A02-46	\$80,283.60-\$113,754.24	\$80,283.60-\$113,754.24	M&P-B	232F2	Associate Engineer II	---	A02-49	---	\$86,359.68-\$121,793.04	M&P-B	233F1	Senior Engineer I	A02-52	A02-53	\$92,811.60-\$132,045.12	\$97,342.56-\$137,223.36	M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,188.96-\$146,995.20	M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,840.72-\$153,196.56	\$114,025.68-\$162,717.84	M&P-B	028	Public Records Officer	---	A02-38	---	\$66,064.32 - \$93,542.40
Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range																																																																	
<b>Civil Service Request</b>																																																																							
M&P-B	231F1	Assistant Engineer I	A02-38	A02-38	\$66,064.32-\$93,542.40	\$66,064.32-\$93,542.40																																																																	
M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,179.92-\$100,808.64																																																																	
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M&P-B	028	Public Records Officer	---	A02-38	---	\$66,064.32 - \$93,542.40																																																																	

Department Director Request						
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01-51	---	\$91,788.48- \$128,746.08
Non-Rep	855	Director of Crime Strategies & Analysis	---	A07-58	---	\$117,115.92- \$165,202.56
Non-Rep	706	Director of Accounting	A07-65	A07-56	\$127,952.64- \$178,461.36	\$114,422.40- \$159,857.28
M&P-A to Non-Rep	767	Director of Civil Rights, Equity, & Inclusion	A01-59	A07-56	\$112,501.44- \$158,166.00	\$114,422.40- \$159,857.28
Union Request						
M&P-B	334	Fire Protection Engineer	A02-53	A02-56	\$97,342.56- \$137,223.36	\$103,188.96- \$146,945.20

### Fiscal Impact

**Approved in current year budget?** ☐ Yes ☒ No ☐ N/A

**Total Cost:** For SPNs with former ranges or other reclass information provided by Civil Service, Citywide: \$278,000 - \$373,000 and General Fund: \$65,000 - \$88,000. However, with SPNs without a former range or other information from Civil Service, indeterminable.

**Current year cost:** For SPNs with former ranges or other reclass information provided by Civil Service, Citywide: \$186,000 - \$249,000 and General Fund: \$43,000 - \$59,000. However, with SPNs without a former range or other information from Civil Service, indeterminable.

**Subsequent year(s) cost:** The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

**Funding Source** ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

**Expense Occurrence** ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

### 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?  
No budget change will be made this year, but personnel expenses will change in the effected funds.
- What operational changes will occur because of this adjustment?  
No operational changes.
- What are the potential risks or consequences of not approving the budget adjustment?

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

- 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?  
Ensures compensation equity.

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

Ensure compensation equity

ORDINANCE NO C36686

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, 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 Council 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) Change the grade and associated pay range for the Assistant Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,180-\$100,809

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 3) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

- 4) Change the grade and associated pay range for the Public Records Officer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	028	Public Records Officer	---	A02-38	---	\$66,064-\$93,542

- 5) Change the grade and associated pay range for the Director of Civil Rights, Equity, & Inclusion position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A to Non-Rep	767	Director of Civil Rights, Equity, & Inclusion	A01-59	A07-56	\$112,501-\$158,166	\$114,422-\$159,857

- 6) Change the grade and associated pay range for the Director of Crime Strategies & Analysis position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	855	Director of Crime Strategies & Analysis	---	A07-58	---	\$117,116-\$165,203

Section 2. That in the budget of the Street Maintenance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Assistant Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,180-\$100,809

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

Section 3. That in the budget of the Code Enforcement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Deputy Director Code Enforcement/ Parking Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01-51	---	\$91,788-\$128,746

Section 4. That in the budget of the Parking System Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Deputy Director Code Enforcement/ Parking Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01-51	---	\$91,788-\$128,746

Section 5. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

- 2) Change the grade and associated pay range for the Fire Protection Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	334	Fire Protection Engineer	A02-53	A02-56	\$97,343-\$137,223	\$103,189-\$146,945

Section 6. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 2) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 7. That in the budget of the Integrated Capital Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Associate Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	232F2	Associate Engineer II	---	A02-49	---	\$86,360-\$121,793

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 3) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 8. That in the budget of the Building Services/Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Engineer I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F1	Senior Engineer I	A02-52	A02-53	\$92,812-\$132,045	\$97,343-\$137,223

- 2) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 9. That in the budget of the Accounting Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Director of Accounting position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	706	Director of Accounting	A07-65	A07-56	\$127,953-\$178,461	\$114,422-\$159,857

Section 10. 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 adjust pay ranges to align with salary analysis, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36697

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

SPENCER 6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Emergency Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0650 – EMERGENCY ORDINANCE TO FIX INADVERTENT ERROR IN PLATTING

**Agenda Wording**

Emergency Ordinance to Fix Inadvertent Error in Platting Process

**Summary (Background)**

As part of the major housing update adopted in November 2023, the code requirements relating to approvals for plats were reorganized to improve clarity. In the process of reorganizing, the code was inadvertently changed to remove certain approval criteria from consideration in processing new plats. As the reorganization was significant, the change was not caught during review. The issue was recently discovered and a fix is necessary.



**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		eking@spokanecity.org	

## ORDINANCE NO C36697

An ordinance modifying section 17G.061.310 of the Spokane Municipal Code to correct errors in the application of decision criteria to the review of plats, short plats, and binding site plans; and declaring an emergency.

WHEREAS, on November 20, 2023, the City Council adopted ordinance C36459, which created section 17G.061.310 of the Spokane Municipal Code, which establishes criteria for reviewing project applications; and

WHEREAS, ordinance C36459 erroneously excluded plats, short plats, and binding site plans from the review criteria in 17G.061.310(C); and

WHEREAS, on May 2, 2025, the Washington State Department of Commerce was notified of the City's intent to adopt this ordinance; and

WHEREAS, these proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights; and

WHEREAS, the need for the text amendments regarding platting procedures was discovered only recently, and the possibility that it might allow current applications to vest without the proper review creates a situation that is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to public health and safety; and

WHEREAS, the normal course of legislative procedures of the Spokane City Council cannot timely address the need for the City Council to adopt the corrective text amendments without the threat of applications vesting under the existing code, thereby causing or exacerbating harm to the community or government functions;

WHEREAS, the immediate adoption of this ordinance is necessary to preserve the health, safety, and general welfare of residents of the City of Spokane; -- Now, Therefore,

The City of Spokane does ordain:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council findings in support of the adoption of this ordinance.

**Section 2.** That section 17G.061.310 of the Spokane Municipal Code is amended as follows:

### Section 17G.061.310 Decision Criteria

- A. The purpose of the following sections is to establish the decision criteria for all permit types regardless of whether the decision is made by the director, hearing examiner, or city council, as applicable.
- B. The burden is upon the applicant to present sufficient evidence relevant to the appropriate criteria in support of the application. The decision-maker must make

affirmative findings of fact relative to each criterion or the application must be denied.

- C. The following decision criteria shall be used for Type II and III permit applications, ~~((with the exception of))~~ including plats, short plats, and binding site plans, which have ~~((separate))~~ additional decision criteria provided in 17G.080.025:

1. The proposal is allowed under the provisions of the land use codes.
2. The proposal is consistent with the comprehensive plan designation and goals, objectives and policies for the property.
3. The proposal meets the concurrency requirements of chapter 17D.010 SMC.
4. If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic, or cultural features.
5. The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use.

- D. The following Type II and III applications have decision criteria listed in this subsection that are required to be met in addition to the provisions of subsection I of this section:

1. Shoreline Substantial Development Permit.
  - a. Consistency with the map, goals, and policies of the shoreline master program; and
  - b. Consistency with RCW 90.58 (Shoreline Management Act) and WAC 173-27 (Permits for Development on Shorelines of the State).

2. Shoreline Conditional Use Permit.

The purpose of a shoreline conditional use permit is to provide a system within the shoreline master program which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by local government or the department to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the act and the shoreline master program.

- a. Uses classified or set forth in these shoreline regulations in Table 17E.060.690-1 as conditional uses, as well as unlisted uses, may

be authorized provided the applicant can demonstrate all of the following:

- i. The proposed use is consistent with the policies of RCW 90.58.020 and the shoreline master program.
  - ii. The proposed use will not unreasonably interfere with the normal public use of public shorelines.
  - iii. The cumulative impact of several additional conditional use permits on the shoreline in the area will not preclude achieving the goals of the shoreline master program.
  - iv. The proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the comprehensive plan and the shoreline master program.
  - v. The proposed use will cause no significant adverse effects to the shoreline environment in which it is to be located, and the public interest in enjoying physical and visual access suffers no substantial detrimental effect.
- b. Consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if conditional use permits were to be granted for other developments in the area where similar circumstances exist, the total of the conditional and shall not produce substantial adverse effects to the shoreline environment.
  - c. Other uses which are not classified or set forth in the shoreline master program may be authorized as conditional uses provided the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the shoreline master program.
  - d. Uses which are specifically prohibited by the shoreline master program shall not be authorized by conditional use.

### 3. Shoreline Variance Permit.

The purpose of a variance permit is strictly limited to granting relief from specific bulk, dimensional or performance standards set forth in shoreline master program where there are extraordinary circumstances relating to the physical character or configuration of property such that the strict implementation of the shoreline master program will impose unnecessary hardships on the applicant or thwart the policies set forth in RCW 90.58.020.

- a. Variance permits should be granted in circumstances where denial of the permit would result in a thwarting of RCW 90.58.020. In all

instances, the applicant must demonstrate that extraordinary circumstances exist and demonstrate that the public interest in enjoying physical and visual access to the shorelines shall suffer no substantial detrimental effect.

- b. Variance permits for development and/or uses that will be located landward of the ordinary high-water mark, as defined in RCW 90.58.030(2)(b), and/or landward of any wetland as defined in RCW 90.58.030(2)(h), may be authorized provided the applicant can demonstrate all of the following:

- i. That the strict application of the bulk, dimensional, or performance standards set forth in the shoreline master program regulations precludes, or significantly interferes with, reasonable use of the property.
- ii. That the hardship described in (i) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the shoreline master program regulations, and not, for example, from deed restrictions or the applicant's own actions.
- iii. That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the comprehensive plan and SMP regulations and will not cause adverse impacts to the shoreline environment.
- iv. That the variance will not constitute a grant of special privilege not enjoyed by the other properties in the area.
- v. That the variance requested is the minimum necessary to afford relief.
- vi. That the public interest in enjoying physical and visual access to the shorelines will suffer no substantial detrimental effect.

- c. Variance permits for development and/or uses that will be located waterward of the ordinary high-water mark (OHWM), as defined in RCW 90.58.030(2)(b), or within any wetland as defined in RCW 90.58.030(2)(h), may be authorized provided the applicant can demonstrate all of the following:

- i. That the strict application of the bulk, dimensional, or performance standards set forth in the shoreline master program precludes all reasonable use of the property.
- ii. That the proposal is consistent with the criteria established under WAC 173-27-170(2)(b) through (f); and

- iii. That the public rights of navigation and use of the shorelines will not be adversely affected.
  - d. In the granting of variance permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were to be granted to other developments and/or uses in the area where similar circumstances exist the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.
  - e. Variances from the use regulations of the shoreline master program are prohibited.
4. PUD and Plans-in-lieu.

All of the following criteria are met:

- a. Compliance with All Applicable Standards.

The proposed development and uses comply with all applicable standards of the title, except where adjustments are being approved as part of the concept plan application, pursuant to the provisions of SMC 17G.070.200(F)(2).

- b. Architectural and Site Design.

The proposed development demonstrates the use of innovative, aesthetic, and energy-efficient architectural and site design.

- c. Transportation System Capacity.

There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

- d. Availability of Public Services.

There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and stormwater disposal to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

- e. Protection of Designated Resources.

City-designated resources such as historic landmarks, view sheds, street trees, urban forests, critical areas, or agricultural lands are protected in compliance with the standards in this and other titles of the Spokane Municipal Code.

f. Compatibility with Adjacent Uses.

The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned unit development and adjacent uses. There shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features, or other techniques.

g. Mitigation of Off-site Impacts.

All potential off-site impacts including litter, noise, shading, glare, and traffic will be identified and mitigated to the extent practicable.

E. The following Type II and III applications are not subject to subsections I and (D) of this section; they shall comply with the following decision criteria:

1. Variance.

- a. A variance or modification of the standard or requirement is not prohibited by the land use codes.
- b. No other procedure is provided in this chapter to vary or modify the standard or requirement, or compliance with such other procedure would be unduly burdensome.
- c. Strict application of the standard or requirement would create an unnecessary hardship due to one or more of the reasons listed below. Mere economic hardship or self-created hardship are not considered for the purposes of this section.
  - i. The property cannot be developed to the extent similarly zoned property in the area can be developed because the physical characteristics of the land, the improvements or uses located on the land do not allow such development; or
  - ii. Compliance with the requirement or standard would eliminate or substantially impair a natural, historic, or cultural feature of area-wide significance.
- d. In addition, the following objectives shall be reasonably satisfied:



- i. Surrounding properties will not suffer significant adverse effects.
    - ii. The appearance of the property or use will not be inconsistent with the development patterns of the surrounding property; and
    - iii. The ability to develop the property in compliance with other standards will not be adversely affected.
  - e. No variance may be granted to allow or establish a use that is not allowed in the underlying districts as a permitted use; or to modify or vary a standard or requirement of an overlay zone, unless specific provision allow a variance
  - f. Floodplain variance is subject the additional criteria of SMC 17E.030.090 and SMC 17E.030.100.
2. Certificate of Compliance.
- a. Written documentation establishes that all necessary permits were issued and inspections conducted, or the current owner of the property is not the same party responsible for the creation of the violation, but is an innocent purchaser for value.
  - b. Approval of the certificate of compliance is necessary to relieve the applicant of a substantial practical or economic hardship; and
  - c. Approval of the certificate of compliance will not adversely affect the neighboring property or the area.
3. Skywalk Permit and Air Rights Use Permit.
- a. The proposed skywalk or air rights use is consistent with the comprehensive plan.
  - b. The proposed air rights use conforms to the standards contained in chapter 12.02 SMC Article III and the skywalk conforms to the standards contained in SMC 17C.255.500 through SMC 17C.255.530, unless the design review board has approved design deviations.
  - c. The proposed skywalk or air rights use conforms to the standards contained in the development codes.
  - d. The City is compensated for the fair market value of public air space used for any activity other than public pedestrian circulation.
  - e. An agreement, satisfactory to the city attorney, indemnifies and holds the City harmless against all loss or liability, and the applicant obtained approved public liability insurance, naming the City as an additional named insured, with combined limits of five hundred thousand dollars.

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

**Section 4. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 5. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter and Section 01.01.080 of the Spokane Municipal Code, upon the affirmative vote of one more than a majority of the City Council.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2025

**Clerk's File #**

ORD C36698

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

**Bid #****Contact Name/Phone**

SPENCER 6097

**Requisition #****Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Emergency Ordinance

**Council Sponsor(s)**

JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0650 – EMERGENCY ORDINANCE TO CLARIFY TITLE 17 ADOPTION PROCESS

**Agenda Wording**

Emergency Ordinance to Clarify Title 17 Adoption Process

**Summary (Background)**

This ordinance is related to the proposed adoption of ORD CXXXXX. The normal adoption process for amendments to the Unified Development Code (i.e. Title 17 SMC) is described in SMC 17G.025.010. There is currently no provision made for emergency amendments or interim zoning ordinances. This ordinance clarifies that emergency amendments to Title 17 and interim zoning ordinances can be adopted without the usual review by Plan Commission or the noticing requirements.

**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER		
<b><u>Division Director</u></b>	GARDNER, SPENCER		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		eking@spokanecity.org	

## ORDINANCE NO C36698

An ordinance modifying section 04.12.080 of the Spokane Municipal Code to clarify the role of the Plan Commission and City Council with respect to emergency or interim actions related to Title 17 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, article XV of the Spokane City Charter establishes that the Spokane City Council shall establish a Plan Commission; and

WHEREAS, article XV section 127 of the Spokane City Charter states that the Plan Commission shall have powers and perform functions as directed by the City Council; and

WHEREAS, on March 2, 2009, the City Council adopted ordinance C34403, establishing the duties of the Plan Commission; and

WHEREAS, on November 20, 2023, the City Council adopted ordinance C36459 amending section 17G.025.010 of the Spokane Municipal Code, which establishes procedures for adopting text amendments to the Unified Development Code; and

WHEREAS, the adoption process outlined in SMC 17G.025.010 does not account for emergency conditions or interim zoning ordinances; and

WHEREAS, it is necessary for the City Council to clarify the procedures which apply to the adoption of emergency amendments to Title 17 of the Spokane Municipal Code and interim zoning ordinances or moratoria adopted pursuant to RCW 36.70A.390; and

WHEREAS, the lack of clarity in the Spokane Municipal Code regarding emergency ordinances and conformity with usual planning procedures was only recently discovered, and its possible application to current projects was a discovery that was sudden, unexpected, and requires immediate action to prevent or mitigate the threat to public health and safety; and

WHEREAS, the normal course of legislative procedures of the Spokane City Council cannot timely address the need for the City Council to adopt emergency ordinances without the threat of applications vesting under the existing code, thereby causing or exacerbating harm to the community or government functions;

WHEREAS, the immediate adoption of this ordinance is necessary to preserve the health, safety, and general welfare of residents of the City of Spokane; -- Now, Therefore,

The City of Spokane does ordain:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council findings in support of the adoption of this ordinance.

**Section 2.** That section 04.12.080 of the Spokane Municipal Code is amended as follows:

Section 04.12.080 Duties

~~((In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues for commission consideration. In addition, the commission shall, when requested by city council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the city council its recommendations and a summary and analysis of the comments received from the public.))~~

A. Work Plan.

1. The City Council will, by resolution, adopt a Work Plan which assigns certain policy and planning issues for consideration of the commission.
2. The Work Plan may be amended by resolution periodically for the removal of completed tasks and the addition of new ones.

B. Emergency or Interim Council Action.

The City Council may, by ordinance, amend the Unified Development Code without review by the Plan Commission and without following other procedures in SMC 17G.025.010. Such action shall be limited to emergency actions necessary to preserve the immediate health and safety of residents, or to interim zoning controls or moratoria for which a work plan is established pursuant to RCW 36.70A.390. All such action shall provide public notice and solicit public comment as appropriate and required by City and state law.

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

**Section 4. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 5. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter and Section 01.01.080 of the

Spokane Municipal Code, upon the affirmative vote of one more than a majority of the City Council.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2025

**Clerk's File #**

RES 2025-0032

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

TODD 455-6470

**Requisition #****Contact E-Mail**

TWOODARD@SPOKANEAIRPORTS.N

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY PURCHASE

**Agenda Wording**

IN THE MATTER OF AUTHORIZING ) THE AIRPORT BOARD TO ) JOINT RESOLUTION PURCHASE PROPERTY  
IDENTIFIED AS ) SPOKANE COUNTY ASSESSOR ) PARCEL 14011.1411 )

**Summary (Background)**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1411 comprising of approximately 1.62 acres of land located at 5410 S. Hayford Road in Spokane County, Washington. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property and right of first refusal.

**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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			

City Resolution No: RES 2025-0032\_\_\_\_\_

County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 14011.1411	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 14011.1411, residential property located generally at 5410 S. Hayford Road, in Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of February 19, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of April 21, 2025, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A and Exhibit B; and
2. That the Chief Executive Officer or Interim Chief Executive Officer of the Airport Board, or delegee, be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to purchase the Property.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

**EXHIBIT A**

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF FEBRUARY 19, 2025,  
BY AND BETWEEN SPOKANE AIRPORT AND CAROLYN R. PARKER

## REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between CAROLYN R. PARKER, a single individual ("Seller"), SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property and any and all buildings and other improvements thereon, located generally at 5410 S. Hayford Road, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) in Current Funds (as defined in Section 3, below) as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Two Hundred Eighty Two Thousand Five Hundred Dollars (\$282,500.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in

Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term "Investigation Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, sixty (60) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer's inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller's possession or control), including, without limitation, the following: environmental assessment reports; Seller's disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the "Current Diligence Materials"). Prior to the expiration of the Investigation Period, Buyer may, in Buyer's sole and absolute discretion and at Buyer's sole cost and expense, obtain the following: (i) a Phase I environmental report ("Phase I") relating to the Property (with the Phase II environmental report described below, if any, each an "Environmental Report"); (ii) a survey of the Property ("Survey"); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer's sole and absolute discretion (collectively, the "Additional Studies"). If the Phase I indicates the need for a Phase II environmental report ("Phase II"), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the "Diligence Materials" in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer's inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer's agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce this indemnity) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer's entry thereon and to otherwise restore the Property to substantially the condition existing prior to such entry. Seller shall cooperate in good faith with Buyer in connection with Buyer's physical inspection of the Property. The



obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii)

above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a "Permitted Exception." Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller's failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions and the Leaseback Agreement, by the duly executed and acknowledged statutory warranty deed ("Deed") in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions ("Title Policy"). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances (as defined in Section 7.11, below) on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession, except for the Leaseback Agreement.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

## 6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is thirty (30) days following the date on which Buyer delivers the Approval Notice or upon such earlier date as the parties mutually agree.

### 6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

### 6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A counterpart original duly executed short-term residential lease agreement in the form attached hereto as Exhibit C ("Leaseback Agreement"), with Buyer, as landlord, and Seller, as tenant.

(4) All original Permits, to the extent assignable.

(5) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(6) A counterpart original of the Closing Statement.

(7) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original duly executed Leaseback Agreement.

(4) A counterpart original of the Closing Statement.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase "Seller's knowledge" and similar phrases shall mean and refer to the actual or constructive knowledge of Seller following due inquiry.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform her obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller's knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller's knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller's knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller's Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller's knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Seller is not a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the

generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller is the most knowledgeable person with respect to all matters concerning the Property.

## 8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts, agreements, arrangements, entitlements or commitments of any kind affecting the Property or any interest therein without Buyer's written approval, which may be granted or withheld in Buyer's sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer's officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives ("Buyer Indemnified Parties") harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller's ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller's ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set



forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: CP

Buyer's Initials: FJM

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal,

Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.<sup>1</sup>

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: Spokane Airport  
c/o Airport Board  
Attn: Lawrence J. Krauter  
9000 West Airport Drive, Suite 204  
Spokane, Washington 99224  
Email: lkrauter@spokaneairports.net

with a copy to: Spokane Airport  
Attn: Brian Werst, Esq.  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Email: bwerst@workwith.com

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<sup>1</sup> NTD: Seller/Buyer to confirm or provide additional details.

and a copy to: Lukins & Annis, P.S.  
Attn: Tyler J. Black  
Shaun T. Greer  
717 West Sprague Avenue, Suite 1600  
Spokane, Washington 99201  
Email: tblack@lukins.com  
sgreer@lukins.com

If to Seller: Carolyn R. Parker  
5410 S. Hayford Road  
Spokane, Washington 99224  
Email: \_\_\_\_\_

If to Escrow Agent: Spokane County Title  
Attn: Keith Newell  
1010 North Normandie, Suite 100  
Spokane, Washington 99201  
Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; *provided, however*, if the Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, the Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the Effective Date.

BUYER:

SELLER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By:   
Name: ~~Lawrence J. Krauter~~ FRANK R. MILLER  
Its: Chief Executive Officer

  
CAROLYN R. PARKER

Date: 02/19/2025

Date: 1-6-25

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of \_\_\_\_\_, 202 \_\_\_\_\_. Escrow Agent hereby agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: \_\_\_\_\_  
Name: Keith Newell  
Title: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

Tract 87, of HAYFORD, in the County of Spokane, State of Washington, EXCEPT that portion of said Tract lying South of a straight line running from a point in the East line of said Tract, 360 feet North of the Southeast corner, thereof, and running southwesterly to a point in the west line of said 240 feet, North of the Southwest corner of said Tract.

**EXHIBIT B**  
**STATUTORY WARRANTY DEED**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.

Abbreviated Legal Description:     [•]  
Assessor's Parcel Number:       14011.1411

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**STATUTORY WARRANTY DEED**

The Grantor, CAROLYN R. PARKER, a single individual, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]



DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Exhibit – Do Not Execute  
CAROLYN R. PARKER

STATE OF WASHINGTON    )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me,  
\_\_\_\_\_, personally appeared CAROLYN R. PARKER,  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument and acknowledged to me that she executed the same as her free and voluntary act for the  
uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]

Exhibit A  
To Statutory Warranty Deed  
Legal Description

Tract 87, of HAYFORD, in the County of Spokane, State of Washington, EXCEPT that portion of said Tract lying South of a straight line running from a point in the East line of said Tract, 360 feet North of the Southeast corner, thereof, and running southwesterly to a point in the west line of said 240 feet, North of the Southwest corner of said Tract.

Exhibit B  
To Statutory Warranty Deed  
Permitted Exceptions

[To be inserted prior to closing]

EXHIBIT C

FORM OF LEASEBACK AGREEMENT

See attached.

**EXHIBIT B**

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS,  
DATED AS OF APRIL 21, 2025,  
BY AND BETWEEN SPOKANE AIRPORT AND CAROLYN R. PARKER

**FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("First Amendment") is made to be effective as of April 21, 2025 ("First Amendment Date"), by and between CAROLYN R. PARKER, a single individual ("Seller") and SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective February 19, 2025 ("Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

“4.1 Investigation Period. As used in this Agreement, the term “Investigation Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, on July 31, 2025, or upon earlier termination of this Agreement.”

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. Except as provided in Section 1 of this First Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This First Amendment may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

*[Signature page follows.]*

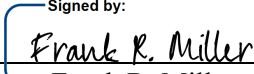
SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS

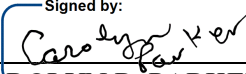
IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this First Amendment to be effective as of the First Amendment Date.

BUYER:

SELLER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

Signed by:   
By: \_\_\_\_\_  
Name: ~~Frank R. Miller~~  
Its: Interim Chief Executive Officer

Signed by:   
By: \_\_\_\_\_  
Name: CAROLYN R. PARKER  
Its: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 5FDF5DA9-6719-4EE9-82C0-652819F66EB6  
 Subject: Complete with Docusign: First Amendment to PSA - 5410 S Hayford [Parker].docx  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Erin Hojnacki  
 717 W. Sprague Ave  
 Ste 1600  
 Spokane, WA 99201  
 ehohnacki@lukins.com  
 IP Address: 66.195.40.82

## Record Tracking

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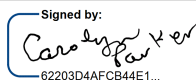
Holder: Erin Hojnacki  
 ehohnacki@lukins.com

Location: DocuSign

## Signer Events

Carolyn R. Parker  
 yamaha0593@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
 62203D4AFCB44E1...

Signature Adoption: Drawn on Device  
 Using IP Address: 174.215.114.57  
 Signed using mobile

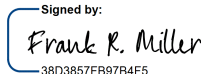
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 Signed: 4/18/2025 11:03:01 AM

## Electronic Record and Signature Disclosure:

Accepted: 4/17/2025 5:16:00 PM  
 ID: e776a127-aaf9-40af-905f-aa2327fb8107  
 Company Name: Lukins & Annis PS

Frank R. Miller  
 fmiller@spokaneairports.net  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 38D3857FB97B4F5...

Signature Adoption: Pre-selected Style  
 Using IP Address: 166.137.163.36  
 Signed using mobile

Sent: 4/17/2025 1:16:09 PM  
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 Viewed: 4/21/2025 4:55:35 PM  
 Signed: 4/21/2025 4:55:43 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/21/2025 4:55:35 PM  
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 Company Name: Lukins & Annis PS

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Amy Anderson  
 aanderson@spokaneairports.net  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 4/17/2025 1:16:10 PM  
 Viewed: 4/17/2025 2:14:53 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign



Carbon Copy Events	Status	Timestamp
Anaka Hansen ahansen@lukins.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/17/2025 1:16:10 PM Viewed: 4/17/2025 4:02:56 PM
Tyler J. Black tblack@lukins.com Attorney Lukins Annis PS Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/17/2025 1:16:10 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2025 1:16:10 PM
Certified Delivered	Security Checked	4/21/2025 4:55:35 PM
Signing Complete	Security Checked	4/21/2025 4:55:43 PM
Completed	Security Checked	4/21/2025 4:55:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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# **Purchase and Sale Agreement for Land Acquisition**

**5410 S. Hayford Road**

**Parcel Number 14011.1411 – 1.62 Acre**





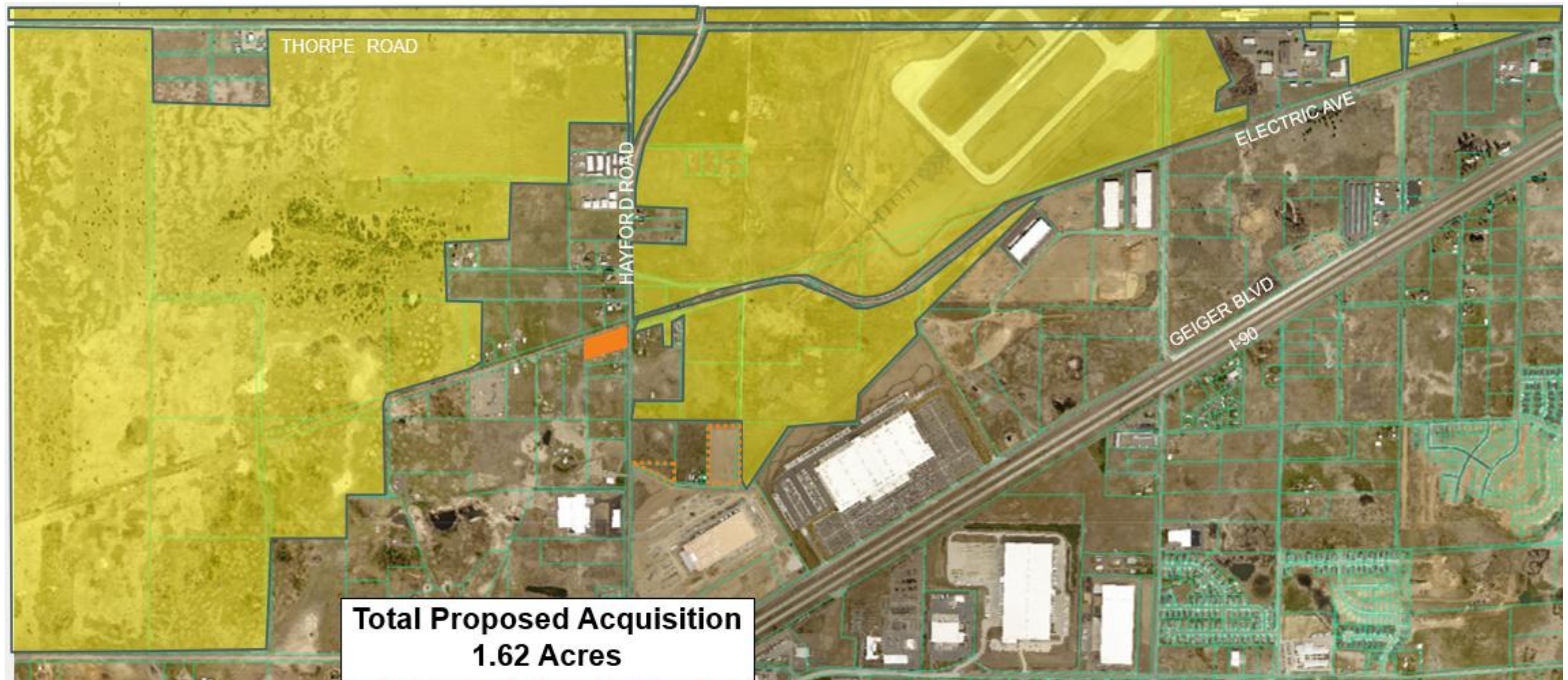
# Land Acquisition





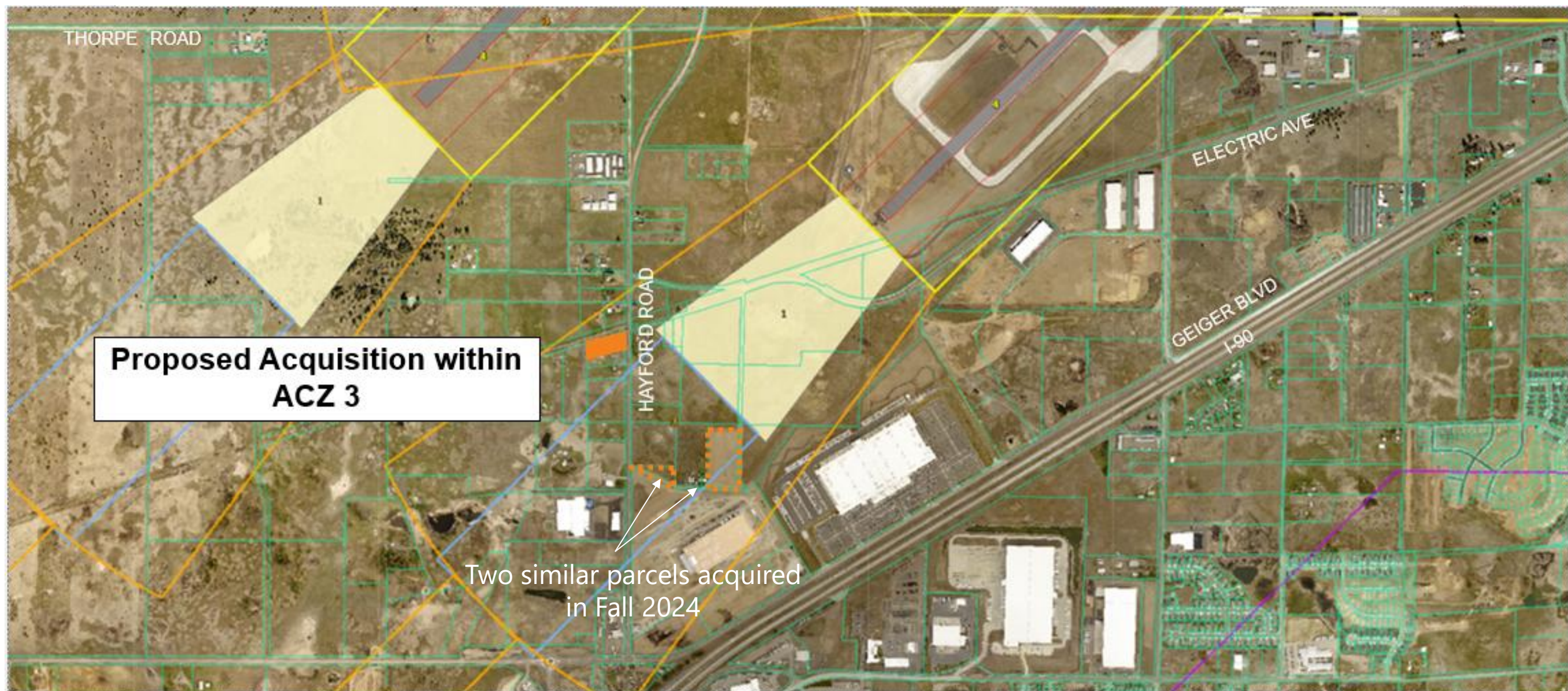


# Existing Airport Property



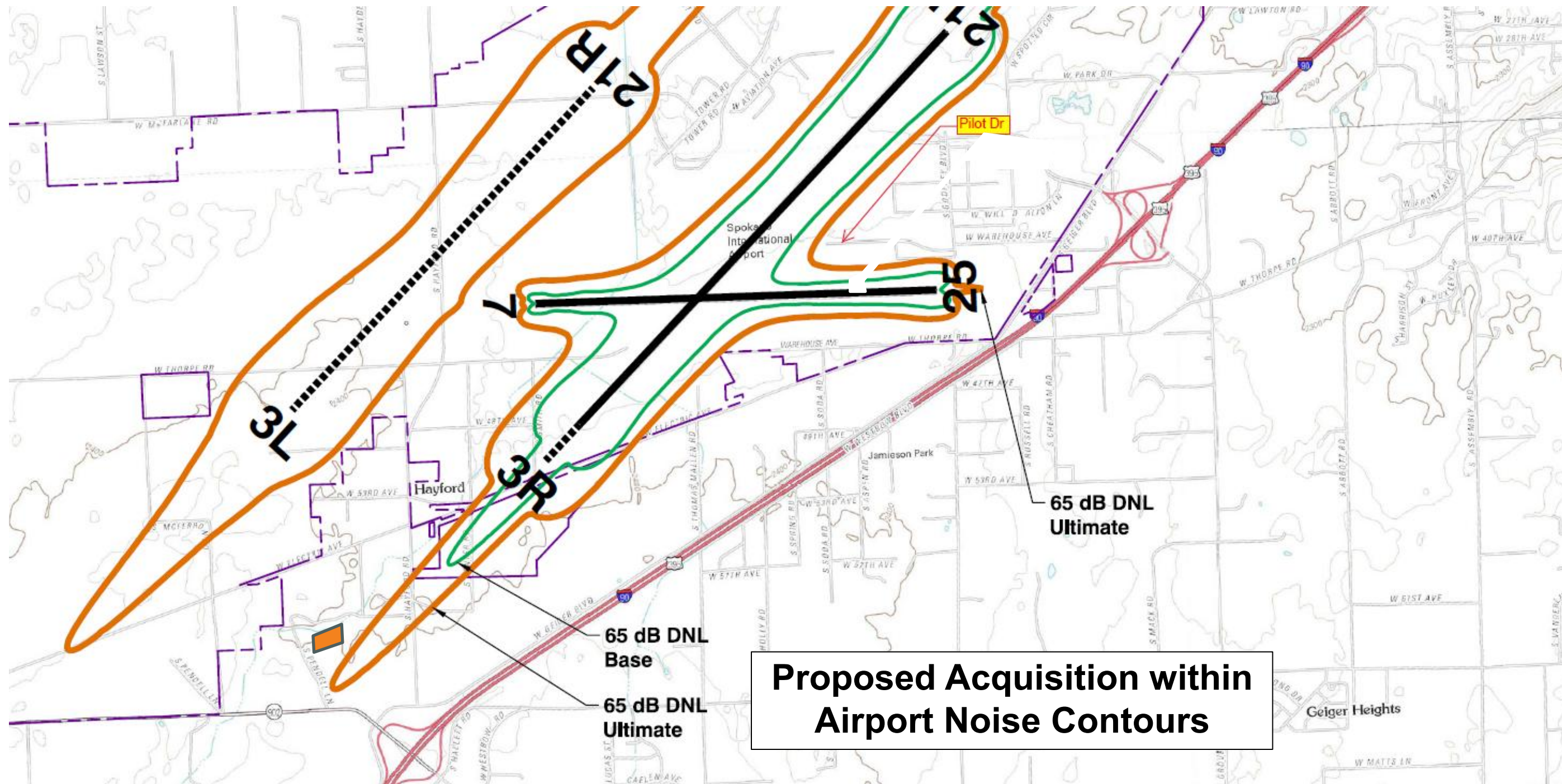


# Airport Compatibility Zones (ACZ)





# Airport Noise Contours





## A decorative horizontal line with a wavy, organic shape, colored in a vibrant green. It spans the width of the page and is positioned below the 'CONCLUSION' section.





## Land Acquisition Summary

Current Owner - Carolyn R. Parker

Location - 5410 S. Hayford Road

Existing Property - Residential

Parcel No. 14011.1411

Zoning - Light Industrial, ACZ-3

Land Area - 1.62 Acres or 70,567.2 SF

Valuation - \$282,500

# Appraisal



Ms. Amy Anderson  
Spokane International Airport Board  
Page 2

The sole intended use is to assist with purchase decisions. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

## Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions, and/or hypothetical conditions, the use of which might have affected the assignment results:

### Extraordinary Assumptions

- None.

### Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

### Value Conclusion

Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 18, 2024
<b>Value Conclusion</b>	<b>\$282,500</b>

Respectfully submitted,  
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope  
Appraiser Trainee  
State Registered Real Estate Appraiser Trainee  
Washington State License #22003203

Bruce C. Jolicoeur, MAI  
Senior Managing Director  
Certified General Real Estate Appraiser  
Washington State License #1100633



**Spokane International Airport**  
GEG – GENERATING ECONOMIC GROWTH

## Requested Action

Approve Joint Resolution authorizing the Purchase and Sale Agreement with Carolyn R. Parker for the acquisition of 1.62 Acres of real property located in Parcel Number 14011.1411 in the amount of \$282,500





**SPOKANE**  
INTERNATIONAL AIRPORT

Thank you



Spokane International Airport  
GEG – GENERATING ECONOMIC GROWTH

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/12/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/10/2025

**Clerk's File #**

RES 2025-0033

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

ARIELLE 6055

**Requisition #****Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE ZZAPPONE LNAVARRETE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

1680 - 5 YEAR PLAN TO END HOMELESSNESS PRESENTATION

**Agenda Wording**

Five-Year Strategic Plan to Prevent and End Homelessness

**Summary (Background)**

The 5-Year Strategic Plan to Prevent and End Homelessness ("5-Year Plan") is intended to align with the mission of the Continuum of Care (CoC), as the advisory body of the Spokane County's Region's homeless crisis response system. The plan follows guidance from the Washington State Department of Commerce, in association with HUD and the Spokane Regional Continuum of Care Board and Sub-Committees. Objective One: Promote an equitable, accountable, and transparent homeless crisis response system. Objective Two: Prioritize those with the greatest barrier to housing stability and the greatest risk of harm. Objective Three: Prevent episodes of homelessness whenever possible. Objective Four: Seek to house everyone in a stable setting that meets their needs. Objective Five: Strengthen the homeless provider workforce.

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

The plan emphasizes equity in outcomes among people experiencing homelessness. It aims to prioritize housing for individuals with the highest needs, which often includes historically excluded communities. By fostering shared responsibility among stakeholders, the plan seeks to create equitable access to resources and services.

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

The plan follows guidance from the Washington State Department of Commerce and HUD. It includes mechanisms to collect and analyze data on homelessness, including racial, ethnic, gender identity, income level, disability, and other disparities. This data is used to evaluate the effectiveness of interventions and ensure transparency in reporting.

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

The plan incorporates projections of the impact of fully implemented strategies on the number of households housed and left unsheltered. It uses this data to assess whether the program is achieving its goals of making homelessness rare, brief, and non-recurring.

**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 plan aligns with Spokane's broader goals, including the Comprehensive Plan and other city policies. It integrates with the city's commitment to creating a compassionate and thriving community.

**Council Subcommittee Review**

5 Year Plan presentations to Housing Action Subcommittee and CHHS Board



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	SCOTT, ALEXANDER		
<b><u>Accounting Manager</u></b>	BROWN, SKYLER		
<b><u>Legal</u></b>	KAPAUN, MEGAN		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

## **RESOLUTION NO. 2025-0033**

A resolution supporting the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness.

WHEREAS, the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness (5-Year Plan) is intended to align with the mission of the Continuum of Care (CoC), as the advisory body of the region's homeless crisis response system; and

WHEREAS, the CoC's mission is to make homelessness rare, brief, and non-recurring by fostering shared responsibility among stakeholders and coordinating resources essential to the success of a regional effort to end homelessness; and

WHEREAS, the City of Spokane is a Unified Funding Agency and Collaborative Applicant selected by the CoC Board (and approved by the United States Department of Housing and Urban Development (HUD)) to plan, apply for, receive, and distribute funding for all projects in a CoC; and

WHEREAS, the 5-Year Plan follows guidance from the Washington State Department of Commerce, in association with HUD and the Spokane City/County Continuum of Care Board and Sub-Committees; and

WHEREAS, the 5 objectives of the 5-Year Plan are:

Objective One: Promote and equitable, accountable, and transparent homeless crisis response system.

Objective Two: Prioritize those with the greatest barrier to housing stability and the greatest risk of harm.

Objective Three: Prevent episodes of homelessness whenever possible.

Objective Four: Seek to house everyone in a stable setting that meets their needs.

Objective Five: Strengthen the homeless provider workforce; and

WHEREAS, the CoC Board voted to approve the 5-Year Plan on March 26<sup>th</sup>, 2025; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane supports the adoption of the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

# Spokane Regional Continuum of Care

## Five-Year Strategic Plan to Prevent and End Homelessness



**SPOKANE REGIONAL**  
Continuum of Care



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# Spokane Regional Continuum of Care

## Five-Year Strategic Plan to Prevent and End Homelessness

### 2025 to 2030

## 1. Acronyms & Definitions

ACI	Anchor Community Initiative
AHAR	Annual Homeless Assessment Report
APP	Annual Performance Plan
APR	Annual Performance Report
ARPA	American Rescue Plan Act
BNL	By-Name List
CA	Collaborative Applicant
CAP	Corrective Action Plan
CDBG	Community Development Block Grant Program (CPD Program)
CE	Coordinated Entry
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CHHS	Community, Housing, and Human Services (a City of Spokane Department)
CoC	Continuum of Care approach to assistance to the homeless
Cognizant Agency	The Federal agency responsible for negotiating with a grant recipient on behalf of all federal agencies the recipient receives funds from
Collaborative Applicant	The party responsible for applying on behalf of the region for CoC funds
Continuum of Care	Federal program stressing permanent solutions to homelessness
Con Plan	Consolidated Plan; a locally developed plan for housing assistance and urban development under the Community Development Block Grant and other CPD programs
CPD	Community Planning & Development
DCYF	Division of Children, Youth, and Families
Discretionary Grants	Federal agency can exercise judgment in selecting the recipient through a competitive grant process
EPLS	Excluded Parties List System
ES	Emergency Shelter
ESG	Emergency Shelter Grants (CPD Program)
Fair Housing Act	1968 act (amended in 1974 and 1988) providing HUD Secretary with fair housing enforcement and investigation responsibilities
Federal Fiscal Year	Begins on October 1 and ends on September 30 of the next calendar year
Federal Register	The official journal of the Federal Government.
FMR	Fair Market Rate (maximum rent for Section 8 rental assistance)
Formula Grants	A formula grant is a type of mandatory grant that is awarded based on statistical criteria for specific types of work. The authorizing legislation and regulations define these statistical criteria and the amount of funds to be distributed. So, the term “formula” refers to the way the grant funding is allocated to recipients.
FUP	Family Unification Program
Grantee	
HCDAC	Housing and Community Development Advisory Board for Spokane County CSHCD
HEARTH Act	Homeless Emergency and Rapid Transition to Housing Act



HHAA	Homeless Housing Assistance Act
HIC	Housing Inventory Chart
HMIS	Homeless Management Information System
HOME	Home Investment Partnerships (CPD program)
HOPWA	Housing for People Living with HIV/AIDs
HUD	U.S. Department of Housing and Urban Development
HUD-VASH	HUD-Veterans Affairs Supportive Housing program
LGBTQIA+	Lesbian, Gay, Bisexual, Trans, Queer/Questioning, Intersex, Asexual, More (sexualities, sexes, and genders)
Mandatory Grants	Grants a federal agency is required to award if the recipient meets the qualifying conditions
McKinney-Vento Act	Federal Legislation providing a range of services to homeless people
MOU	Memorandum of Understanding
NAEH	National Alliance to End Homelessness
NOFA	Notice of Funding Availability
OMB	Office of Management & Budget
PATH	Prevention Assistance and Temporary Housing (Homeless program)
P&Ps	Policies and Procedures
PH	Permanent Housing
PSH	Permanent Supportive Housing
Recipient	Direct recipient of funds from Federal Agency
RFP	Request for Proposal
RRH	Rapid Re-housing
S+C	Shelter Plus Care
SHP	Supportive Housing Program
SOAR	SSI/SSDI Outreach, Access, and Recovery
SRC	Spokane Resource Center
SRO	Single Room Occupancy Program
Sub-Grantee	An agency who receives pass-through funding to operate a project
Sub-Recipient	Indirect recipient of Federal Funds through a pass-through agency (Recipient)
TBRA	Tenant-Based Rental Assistance
TH	Transitional Housing
UFA	Unified Funding Agency
USC	United States Code
YAB	Youth Advisory Board
YHDP	Youth Homeless Demonstration Grant
YHSI	Youth Homelessness System Improvement
YouthBuild	HUD program to promote apprenticeships for needy youth in building trades
YYA	Youth (17 and under) and Young Adults (18 to 24-years)

## 2. Introduction

### 2.1. *Alignment with the Continuum of Care Mission*

The 5-Year Strategic Plan to Prevent and End Homelessness (“5-Year Plan”) is intended to align with the mission of the Continuum of Care (CoC), as the advisory body of the Spokane County’s Region’s homeless crisis response system. The CoC’s mission is to make homelessness rare, brief, and non-recurring by fostering shared responsibility among stakeholders and coordinating resources essential to the success of local plans to end homelessness.

### 2.2. *Current State of the CoC Geographic Region and Homeless Response*

The homeless crisis response system and the ways in which the CoC Board and local governments respond is impacted by the current context on a number of key issues, including:

#### 2.2.1. Governance

The current CoC governance structure was implemented in 2017 and was designed to connect a variety of sectors that intersect with homelessness in an effort to provide a holistic perspective to address complex needs and leverage available resources.

The Spokane Regional CoC consists of the Collaborative Applicant, the CoC Board, the CoC sub-committees, homeless service providers, and community stakeholders. In the Spokane Regional CoC, the city of Spokane serves as the collaborative applicant.

The CoC Board is composed of more than 20 representatives, including people with lived homeless experience, homeless service providers, public housing, behavioral health and chemical dependency, workforce, healthcare, law and justice, advocates, education, funders, local business, and regional government. These representatives are system leaders who can make decisions that quickly change the way we address key challenges and be responsive to changing needs.

The Continuum of Care Boards’ governance structure is rooted in collaboration from a wide spectrum of stakeholders. There are four distinct Committees that make up the Board structure:

- A. **Executive**-The Executive Committee, along with assistance from the Collaborative Applicant, is tasked with membership recruitment, ensuring compliance with the CoC Charter; setting the board agenda; nominations to ensure board succession; and various other tasks as outlined by the CoC Charter or otherwise directed by the CoC Board.
- B. **The Homeless Management Information System (HMIS) and Performance Evaluation Committee** is co-chaired by a CoC Board Member and the HMIS Lead. Together, they set the agenda from feedback by providers, the Collaborative Applicant, CoC Executive and Board. Topics include data integrity, HMIS database improvements, and highlighting any errors in reports and data sharing with the public and report generation to track the efficacy of the programs funded through federal, state and local dollars.
- C. **The Planning and Implementation Committee** is made up of distinct sub committees and workgroups that are the foundation of how the CoC Board governs and identifies gaps in system delivery which in turn helps them determine how to best support system change.

There are a total of five sub committees that fall under the CoC Board governance structure. Four sub committees focus on unique populations often affected by homelessness in their own distinct way, which requires different best practices be employed, and the fifth subcommittee is Diversion which focuses on diverting households from entering Coordinated Entry and where a shallow subsidy, if any, may be offered. The population specific sub committees are:

- I. **Youth and Young Adult**
- II. **Veterans**
- III. **Single Adults without minor children (includes Chronic Households)**
- IV. **Families with minor children (Includes Chronic Households)**

Workgroups include:

- I. **Coordinated Entry Workgroup (led by the three Coordinated Entry Leads)**
  - II. **Street Outreach Workgroup**
  - III. **By Names List Workgroups: Youth and Young Adults; Single Adults (Chronic and longest lengths of homelessness)**
  - IV. **Equity Workgroup**
- 

[1] See Governance Structure attached herein.

In 2019, the Spokane Regional Continuum of Care was awarded Unified Funding Agency (UFA) designation. This is a prestigious designation and is awarded because of the Collaborative Applicant's expertise in financial management, monitoring and evaluation, governance, and strategic leadership. UFA communities have increased control over certain federal funding streams, leading to better ability to manage projects locally and allocate funds to meet changing needs. However, due to COVID-19 and the deleterious impacts that followed, the CoC was unable to effectively lean into its UFA status until early 2024.

### **2.2.2. Regional Integration**

The CoC is a regional body that strives towards regional solutions to meet the specific needs of those experiencing homelessness in both the urban and rural parts of Spokane County. It is critical that strategies address gaps and opportunities throughout the region. This includes representation from the City of Spokane, the City of Spokane Valley, and Spokane County on the CoC Board, as well as partnering on the Point in Time Count, other surveys and data collection and analysis. The goal here is to ensure that the geographic diversity of the region is considered in program design and access to services is responsive to urban and rural households.

### **2.2.3. Partnership and Community Engagement**

There is an extraordinary level of community partnerships that span across municipalities, service providers, faith leaders, and citizens. There are currently agencies funded by the CoC Board that operate more than twenty different programs that serve people experiencing homelessness, with even more partners and programs integrated into the coordinated response system. There is increased participation in the CoC Sub-Committees by both public and privately funded agencies, broadening the lens by which we assess the system, contributing data from across systems into the Homeless Management Information System (HMIS), working together on complex and multi-faceted issues impacting those experiencing homelessness, and closing the gap to ensure effective and efficient service delivery. Finally, with the CoC's geographic coverage spanning across the entire county, there is regional leadership involving the City of Spokane, the City of Spokane Valley, and Spokane County in support of regional efforts to prevent and end homelessness.

The CoC Board has focused on engaging the business community in discussions and planning for a variety of strategies to address a multitude of community needs (e.g. partnerships between business

and service agencies, mentorship, training for staff on homelessness, and employment/skills training for clients), creating a position on the CoC Board to be held by a business representative to ensure that lens is considered in all conversations, and continuing to provide training and education on the homeless community to all business that request it.

The opioid epidemic and its intersection with homelessness, has increased the need for deeper integration with emergency services. Substance Use Disorder (SUD) services will need to be further expanded and deeper coordination between the homeless and healthcare systems. The CoC Board will work closely with the City of Spokane and Spokane County to leverage local funding that can bring new beds online that address co-occurring disorders. This is another area where leaning into our UFA status may present an ideal pairing of federal and local dollars. Currently, we do not have enough beds to meet the needs of individuals who desire SUD treatment.

#### **2.2.4. Service Delivery**

The system has seen a number of new projects come online in the last few years, as well as a significant number of new HMIS users that contribute data that aids in program design and funding allocations. Coordinated efforts to address needs of specialized populations (e.g. 2S-LGBTQIA+, people fleeing domestic violence, veterans, justice-involved, and youth and young adults) has led to improved service delivery and opportunities for people to get engaged with the system and resolve their homelessness quickly.

The HMIS Lead has increased the number of participating agencies that either enter directly into HMIS or who have passive access to HMIS. Widening the net of HMIS access ensures that households who are being served by various providers that offer different services, can view current enrollments into HMIS, which enhances the way in which our community is able to assist a household experiencing homelessness and reduces the possibility of duplication.

Where federal dollars tend to be a lot more challenging to recruit new providers that can compete for this funding, the City of Spokane and Spokane County are currently under contract with By and For Agencies. This level of partnership creates a much more streamlined approach to getting much needed resources into the hands of specific subpopulations that have historically been unable to access traditional housing and homeless resources. Specifically, if local governments can enter into contracts with long standing providers who have served specific subpopulations, then this is the preferred path to opt into.

#### **2.2.5. Funding, Resources, and Metrics**

The CoC recognizes that local funding sources are the most flexible of funding that can be leveraged in communities. Because of this flexibility, we understand that new projects may naturally require new outcome metrics and would be based on whether a project is high, medium or low barrier. Housing First must be seen as offering an individual what they need to thrive and not just a one size fits all approach. This might mean that through local and state funds, the CoC may wish to work closely with Spokane County, City of Spokane Valley and the City of Spokane to collaborate in procuring, through competitive RFP, sober living emergency shelters, transitional housing or permanent housing projects. Towards this end, we are also cognizant that the metrics as laid out in this plan and based on the SPM, would not be the same standards that would be required of medium/higher barrier projects. Instead, they must be commensurate to that of the individuals being served. Said metrics, shall be decided by both the CoC and the local jurisdictional board or committee who make those funding decisions. Such metrics will be added to this Plan by way of an amendment by the CoC Board.

As of the date of this plan, the future of homeless and housing services funding is tenuous. This will require a concerted effort among private and public sectors to partner and therefore maximize resource availability and impact. It is the intent of the CoC to partner with all willing entities that seek to improve the overall health and long-term stability of those who live in poverty. This includes, but is not limited to, healthcare, employment agencies, SUD and mental health facilities, credit unions, business interests, and philanthropic entities.

Likewise, agencies who only administer State funded programs as RRH or TH will also be expected to meet higher positive outcome measurements than those agencies who might have both RRH supported by state and/only federal funds. HUD RRH is much more stringent than a state funded RRH program and the outcome expectations should be measured differently. These nuances in outcome expectations will be addressed in the attached Performance Management Plan.

### **2.2.6. Encampments**

Over the last four years, the CoC has worked diligently on addressing unsheltered homelessness, as those numbers appear to increase, and visibility of encampments have impacted citizen's perceptions of safety. As a result, the CoC has invested more deeply in street outreach, an intervention that has proven results through direct engagement with people living unsheltered, and in re-engaging a coordinated outreach network to case conference and support efforts to help complex cases and to ensure outreach professionals are able to support efforts to reach people in need throughout the county.

The City of Spokane has also begun utilizing a database and an integrated system to better track and map encampments and improve opportunities to send targeted service supports to those areas. Outreach then is utilized to provide a service-rich engagement strategy when encampments must be cleaned up in order to try and get people into the homeless service system and prevent the camps from being re-formed. Projects formed as a result of Camp Hope are also able to be utilized for other Encampment Resolution creating a pipeline to service for future designated encampment zones.

Additionally, the City of Spokane Valley has implemented a robust mapping system that tracks encampments since 2021. Much like the City of Spokane, tracking this type of data ensures a more streamlined deployment of supportive services and other types of assistance needed by those who are unsheltered. The City of Spokane Valley has also invested in an interdisciplinary team of behavioral health professionals and local deputies who deploy together when responding to encampments. The deputies are specially trained to work with individuals who are unsheltered and assist in connecting them to the services needed.

### **2.2.7. Affordable Housing**

Spokane has spent multiple years in an affordable housing crisis, with historically low vacancy rates. Coupled with growing general population, this has created additional challenges to housing people experiencing homelessness, as they struggle to compete for scarce housing resources.

With many people looking for places to rent, those utilizing vouchers and/or have less income, criminal background or lack of rental history are less competitive for the few units that are available. Furthermore, increasing rents are significantly limiting the availability of affordable housing and has the effect of adding to local homelessness. It is important to continue focusing on affordable rental housing to prevent and end homelessness. This includes supporting capital investments – using local, state, and federal resources in adding and preserving affordable housing throughout the region.

In the unincorporated areas and twelve cities and towns outside the city limits, Homeless Prevention has significantly curtailed homelessness for families who would otherwise become homeless and eventually seek services in the City of Spokane. This resource is critical for those households.

Despite challenges, the homeless crisis response system has continued to house people at increasing rates over the last three years despite the massive barriers presented during the pandemic, utilizing innovative solutions and working on improved landlord engagement strategies.

#### **2.2.8. Aging Population**

The fastest growing demographic in our region is the Medicare-age population. This means a shift in the types of services that may be necessary to address targeted needs, as well as connections to resources that previously have not been utilized.

#### **2.2.9. Data-Driven Solutions**

As more projects contribute data to the HMIS, the depth and scope of knowledge continues to increase. This local data, alongside best practice research from around the country, has led to the design of data-driven programs.

The CoC, Spokane County, City of Spokane Valley and the City of Spokane, are all pivoting towards performance-based funding. As part of this, all CoC contracts contain a Performance Management Plan that was approved by the CoC Board, the CHHS Board and elected officials. The Performance Management Plan sets both minimum performance standards, as well as performance targets for all homeless service projects<sup>1</sup>. As outlined in the plan, quarterly performance reports will be shared with the CoC Board and will be posted on the City of Spokane's (Collaborative Applicant) website. Funding decisions will be made, in part, based on performance achieved by projects on an annual basis, ensuring that the community is investing in interventions that are meeting or exceeding outcomes for our system. As noted above, performance metrics will vary based on whether the project is funded, with federal, state or local efforts. As of 2025, the three major jurisdictions are working towards implementing the same CoC Performance Plan in their state and locally funded homeless projects.

### ***2.3. Objectives of the 5-Year Strategic Plan***

The plan follows guidance from the Washington State Department of Commerce, in association with HUD and the Spokane Regional Continuum of Care Board and Sub-Committees.

**2.31 Objective One:** Promote an equitable, accountable, and transparent homeless crisis response system.

**2.32 Objective Two:** Prioritize those with the greatest barrier to housing stability and the greatest risk of harm.

**2.33 Objective Three:** Prevent episodes of homelessness whenever possible.

**2.34 Objective Four:** Seek to house everyone in a stable setting that meets their needs.

**2.35 Objective Five:** Strengthen the homeless provider workforce.

## **3. Objective One: Promote an equitable, accountable, and transparent homeless crisis response system.**

### ***3.1. Introduction***

Since its inception, the Spokane Regional Continuum of Care (CoC) has made major system-wide changes to better address homelessness. One of the achievements has been continual improvements in our Coordinated Entry (CE)

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<sup>1</sup> See Attachment 3.

system. Since 2023, our continuum has operated three Coordinated Entry Points (CEP's) based on sub-population: homeless families, youth and young adults and single adults.

Spokane was an early adopter of the CE system. Implemented in 2012, CE utilizes Homeless Management Information System (HMIS) to identify individuals living in homelessness by linking them to the resources necessary to support movement to permanent housing. The CE system gained national recognition by the National Alliance to End Homelessness (NAEH) for utilizing Housing First principles (i.e. not denying entry into CE based on not having ID or social security card), expanding access to satellite sites, and comprehensively assessing and prioritizing families by vulnerability and severity of needs.

Equitable access to services is the cornerstone of any Coordinated Entry System. How access is defined for community members who are experiencing homelessness and housing instability varies. Access for someone who is wheelchair bound, or blind will be different to someone who is able to traverse our community with ease. Moreover, someone who lives in a rural area may not be able to access services in the same manner that their urban counterparts can. The CoC is committed to scrutinizing how we deliver services in our region and will lean on agencies that represent community members who have unique needs or who have additional barriers that our traditional CEP system cannot easily meet.

Data shows that certain demographics, when compared to the overall population in Spokane County, experience homelessness at a much higher rate. These disparities among the homeless population in our community must be addressed. Contracting with more By and For Organizations is one tangible way that jurisdictions have sought to decrease this disparity, and our CoC is currently contracting with more By and For Organizations than in previous years.

The three CEPs offer intake, assessment, referrals, housing placement and diversion, and supportive services all under one roof. Satellite sites throughout the county create a "no wrong door" approach to this centralized and integrated one-stop crisis response system that expedites linkage to housing and supports.

In 2023, a new Youth centered, Youth and Young Adult (YYA) entry system was added to CE. The Youth and Young Adult (YYA) CE is administered by VOA, a youth and young adult provider. Young adults may continue to enter through either the single adult or family system, depending on family status and age, both of which have adopted changes to better serve youth. These changes include but are not limited to youth-specific walk-in hours to create safer, more welcoming environments and the introduction of satellite sites for youth to be assessed in locations they already frequent (e.g. unaccompanied youth shelter and drop-in centers).

After many years of using the SPDAT suite of tools for assessment and prioritization in our CE system, in 2024 the Spokane CoC adopted a community created tool called the "SALA". Tools from other Washington cities were considered and a proposal was sought from a consulting firm within the state who had participated in similar work in other cities. Ultimately the lead CE agencies came together and created a tool based on identifying barriers and vulnerabilities that create the most challenges for obtaining and maintaining housing across all racial and ethnic identities; also considering gender identity and sexual orientation. A draft was then vetted amongst stakeholders including those with live experience of homelessness and a pilot took place prior to full implementation in July 2024.

Our CoC has three active pipelines for unique sub populations and while there is always room for improvement, we have a very active CE Workgroup who is continually working towards system improvements. However, because CE has been a well-established system within our community for the past ten years, our CoC was in the unique position to be able to evaluate and improve our system based off feedback and performance measures taken from within our own community, rather than broader theoretical data, and has been working tirelessly to do so since.

A “By-Name List” (BNL) is a real-time list of all people in each subpopulation experiencing homelessness. By-name lists are a known best practice for homeless service systems because they can contain a robust set of data points that coordinate access and service prioritization at a household level, allow for easier case conferencing, are a collective tool of ownership and responsibility among differing agencies, and allow stakeholders to understand the homeless system inflow and outflow at a systems level. Not only does this tool allow for a triage of services and system performance evaluation on a micro level, but it allows for advocacy for policy changes and additional funding for resources necessary to end homelessness on a systems level.

In Spokane, the Veteran BNL, known as the “Veteran Master List”, was developed in 2016. The Veteran Master List is currently a HMIS tool, which reflects every veteran in our community identified as being homeless, where they are sleeping, and what provider they are working with. The tool collects data provided by veterans and centralizes it in a single electronic form, regardless of where the veteran first interfaced with the homeless system. Among many other data points, the tool tracks offers of housing that are made and the results of those referrals for each veteran on the list. The Veteran Master List helps determine what interventions are or are not working and which veterans in our community are going to need additional resources and effort to house. The tool has directly contributed to a reduced length of time homeless for veterans due to the ability of outreach teams and caseworkers to more quickly identify who is a veteran and experiencing homelessness in our community. The faster we can provide housing and/or suitable interventions, the cheaper and more effective our system becomes.

Due to the success of the Veteran Master List, the City of Spokane CHHS Department, Youth and Young Adult Sub Committee, and the Youth Advisory Board (YAB) have been working closely to ensure the continued development of the YBNL (Youth By Names List). Volunteers of America, the current Youth and Young Adult Coordinated Entry Lead, facilitate YYA (Youth and Young Adult) case conferencing. This meeting relies greatly on the By Names List to aid in their case conferencing efforts.

### **3.2. *Measures of Success and Performance***

1. Compliance with local, state and federal coordinated entry requirements for all projects receiving federal, state and local homeless funds. Compliance with CoC Policies and Procedures which include HUD recommended CE Core Elements.
2. Compliance with local, state and federal CE data collection requirements required to build and maintain active lists of people experiencing homelessness, and to track the homeless status, engagements and housing placements of each household.
3. For communities in Street Outreach projects: Increase the percentage of exits to positive outcome destinations to the level of the top 20% of homeless crisis response systems nationwide.

### **3.3. *Strategies***

1. Use outreach and coordination between every system that encounters people experiencing homelessness to quickly identify and engage people experiencing homelessness into services that result in a housing solution.
2. Apply for additional funding sources to aid the outreach and engagement process.
3. Continue to leverage current street outreach programs and/or partner with agencies outreach efforts that quickly identify and engage people experiencing homelessness
4. Identify and implement staff training such as diversion, progressive engagement, motivational interviewing, trauma informed care, etc.



### **3.4. Current Condition**

#### **3.4.1. Outreach Efforts**

The Performance Management Plan<sup>2</sup>, which was designed in line with expectations from HUD and the Department of Commerce and approved by the CoC Board, sets out minimum performance standards and system performance targets for street outreach projects. When released in 2019, the goal set by the CoC Board was that the minimum performance standards, the applicable one here being that 65% successful exits from street outreach projects, would be met by projects within two years. Unfortunately, the pandemic delayed this goal, and the SPM's and local data reflect that a 40% exit into permanent housing is more realistic. The CoC and CA will continue to monitor the performance measures and whether providers are meeting them.

The City of Spokane, Spokane County and the City of Spokane Valley have partnered to ensure that Street Outreach programs remain strong despite the low availability of permanent housing available in our Continuum. Homeless Outreach teams help individuals living in homelessness access services to meet their basic survival needs and work with community partners to promote transition to emergency housing, transitional housing and permanent housing. The Outreach staff meet individuals by going to populated areas and building rapport by offering a kind smile, supplies (such as socks or personal hygiene products), and snacks until individuals are ready and able to seek safer shelter. The goal is to identify and engage unsheltered households who are not connected with existing services and connect them to the needed resources, based on what they need to move towards housing.

In addition to the outreach organizations funded by the City of Spokane, Spokane County and the City of Spokane Valley, there are numerous additional outreach efforts within Spokane County that are funded through other means. For example, YouthREACH is a project of VOA that employs 2.5 full-time employees to provide peer outreach, access to shelter services, referrals, and other necessary support to at-risk youth and young adults struggling on the streets and in other unsafe locations in Spokane County. YouthREACH utilizes an outreach team composed of young people partnered with adults to provide outreach, and a case manager knowledgeable of area resources and services, and skilled at engagement and motivation with the target population. The primary function of the outreach teams is to engage youth, establish trust and build relationships that will lead youth to case management services; connecting them to financial, housing, employment, education, healthcare, and legal services that will meet their needs and create successful future outcomes. In addition to YouthREACH, VOA is in the process of forming an in-reach team that will be taking youth and young adult referrals from other systems that work with homeless or at-risk youth, such as behavioral health providers, schools and the juvenile justice system. Utilizing both in-reach and outreach, VOA can make contact with a wide variety of youth and young adults in order to assist them in navigating the system, which will greatly improve accessibility. Additionally, Catholic Charities of Eastern Washington (CCEW) has an Opioid Use Disorder Peer Support Program that provides outreach, as well as specialized assistance to individuals engaging in treatment services. And, finally, there is specialized Supportive Services for Veteran Families (SSVF) outreach staff who target interventions for veterans.

In addition to increasing outreach funding in recent years, the Spokane City/County CoC has reinvigorated the Outreach Huddle, which seeks to join the area outreach workers, agency staff, local behavioral health staff, and the criminal justice system to unitedly case conference chronically homeless and/or other high barrier clients. Case conferencing is a nationally recognized best practice model that our community has sought to implement across populations.

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<sup>2</sup> See Attachment 3.

These meetings occur once a month and are a chance for staff to discuss more challenging cases to create a care plan where the different service providers are able to take a unified front and address individual needs in a holistic and targeted way. An array of representative service providers ranging from the medical and behavioral health community to law enforcement and fire personnel, and community court legal staff converse directly with the outreach workers in order to create a unified front and address individual needs in a holistic and targeted way.

### **3.4.2. Community Court**

City of Spokane Municipal Court's Community Court, established in 2013, is a Therapeutic Harm Reduction Court built upon a model created by the Center for Justice Innovation. This Court is designed to provide accountability with help. The approach is to dig to the root of behavior, apply resources to needs that are revealed by the participant. Those needs become conditions the participant is required to work towards to assist them in transitioning to a healthier life and away from the revolving door that can be the criminal legal system. It is one of many approaches Municipal Court takes to uphold public safety and provide appropriate redress to issues revolving around addiction and shelter challenges.

Community Court depends heavily on the service providers in Spokane to come together to reduce barriers to access to those who are likely disenfranchised with society, trauma filled, struggling with either Mental Health or Substance Use Disorders – or a combination of the two – and in so doing, reconnect the participant as a healthier productive member of society.

Before a person enters Community Court, they meet with their attorney and determine the viability of the case and the desire of the participant to either adjudicate the case or engage in the court. If the participant chooses to adjudicate their case, the matter is immediately transferred to the traditional system. If the person opts into the program, the accountability begins with Needs Assessment to determine whether there is history of drug or alcohol use, involvement in the criminal legal system, needs for identification, health insurance, housing, education, employment, eligibility for Social Security benefits, food assistance, Veteran Services, Substance Use Disorders or Mental health issues and others. Those expressed needs then dictate the terms of their agreement to meet as the participants make their way through the program. If treatment is indicated every effort is made to have the shortest turnaround time to facilitate admission into treatment programs.

The emphasis for the participants is to work on their respective needs by showing up at Community Court every week. They must be making progress on their individualized path having accomplished a minimum of community enhancement hours as well as connection to basic health and treatment requirements. If there is non-compliance, they are counseled and redirected. Incentives and sanctions are metered by the same best practices used in Treatment Courts: 4:1 ratio so that accountability with help can bring them into compliance. While incarceration is an option, many other tools are used to bring behavior back into line, until it doesn't. A flash sanction may be imposed, or the participant may be terminated from the program after a hearing.

A snapshot of a month (2024/2025 data) at Community Court reveals the following:

- 110 lunches served each week
- 19 hours average of community service completed per week/76 per month
- 3 Substance Use Disorder assessments completed each week/12 per month
- 7 participants on average enter inpatient SUD/MH treatment facility per month
- 14 community partner agencies average per week
- Self-Report of CCAT findings
  - 92.2% identified a housing need
    - 71% reported being unhoused
    - 7% reported living in a shelter
  - 98% identified an employment need
  - 54% identified a SUD need
  - 35% identified a mental health/trauma need
  - 68% identified as male
  - 32% identified as female
- The average age range entering Community Court is between 35-44 years old
- 15 replacement/renewal driver licenses/identification cards ordered on average per month
- 16 people referred to Consistent Care for MAT services with 12 actively engaged
- 60 Risk/Need assessments completed on average per month

The Continuum of Care (CoC) is hopeful that the Community Court model can be implemented throughout the County in the coming years.

### **3.4.3. Coordinated Entry Improvements**

Our previous Five-year plan called for the creation of universal CE Policies and Procedures. In 2022 we were able to implement these with the inclusion of the CoC recommended CE Core Elements. Additionally, one of priorities that was previously identified was the development of a Coordinated Entry System (CES) that served Youth and Young Adults. In 2024, the CoC created the YYA CE, a youth-specific coordinated entry system. Through the YHDP funding VOA was selected to administer the YYA CE. Additional strategies include creating Housing Navigator positions for youth and young adults that aid individuals in applying for and obtaining permanent housing; the utilization of best practice theories for youth case management (i.e. critical transition coaching); and the employment of diversion strategies that are tailored to the needs of the demographic age group. In 2024, a new CE assessment and prioritization tool was created and implemented by the lead CE agencies in the Community. This tool was fully implemented after stakeholder review and a pilot period in July 2024.

Our CoC acknowledges that only prioritizing households who have the highest acuity can create difficulties in assisting other community members who may require only a light touch. Further, it creates a system whereby we are asking, as a system, that lower acuity individuals become more traumatized over time to access services. Of course, the funding of projects such as Diversion and funding more eviction prevention programs help, the connection of traditional housing projects such as Rapid Rehousing, Transitional Housing and Permanent Supportive Housing, continue to be unattainable for households that do not score the highest and thus are not prioritized for these interventions. As such, the following strategies will assist the CoC in crafting a Coordinated Entry System that is still compliant with both federal and state guidelines.

Expanding Housing Access for Lower-Acuity Individuals has been a widely discussed topic within the CoC for many years. We hope to expand the continuum with interventions that meet the need of households at the time they enter the CE gateway.

### **Background & Need**

HUD's Coordinated Entry (CE) system prioritizes individuals with the highest vulnerabilities for Rapid Rehousing (RRH) and Permanent Supportive Housing (PSH)<sup>3</sup>. However, lower-acuity individuals and those who may be experiencing homelessness for the first time, have limited/fixed income, or need minimal support often struggle to access housing assistance despite being at risk of chronic homelessness.

To create a more comprehensive, HUD-compliant housing system, we propose a multi-pronged approach to serve lower-acuity individuals while maintaining prioritization for high-needs populations

### **Proposed Strategies**

#### **1. Expand Diversion & Prevention Efforts**

- a. Increase funding for homelessness prevention and diversion programs (e.g., one-time financial assistance, mediation, or transportation aid).
- b. Develop partnerships with faith-based organizations, nonprofits, and local businesses to create flexible funding pools for individuals who don't meet CE criteria but still face housing insecurity.

#### **2. Establish Non-HUD-Funded RRH for Lower-Acuity Individuals**

- a. Apply for state, county, philanthropic, or private funding to operate RRH, TH or PSH programs outside of State and HUD's CE requirements.
- b. Create eligibility criteria focused on employment status, eviction history, and affordability challenges, rather than vulnerability scores.

#### **3. Implement a Tiered RRH Support Model**

- a. Work with the CoC to create a RRH/TH/PSH program that scales assistance based on need.
- b. Higher-acuity individuals receive longer-term rental assistance and intensive case management.
- c. Lower-acuity individuals receive shorter-term support (e.g., 3-6 months of rental assistance) with light-touch case management.

*This model ensures all individuals receive appropriate levels of support without displacing those with greater needs.*

#### **4. Adjust CE Assessment & Prioritization**

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<sup>3</sup> Transitional Housing is no longer an available intervention that HUD CoC dollars will fund. TH projects currently funded through HUD CoC dollars have been grandfathered in.

- a. Work with the CoC to explore modifications to the CE assessment tool to include factors such as: Risk of eviction, Housing affordability in the region. Recent job loss or income barriers
- b. Ensure lower-acuity individuals who still face housing barriers have a pathway into RRH without undermining HUD prioritization standards.

#### 5. Leverage Non-CoC Housing Resources

- a. Work with Spokane Housing Authority to prioritize lower-acuity homeless individuals for Housing Choice Vouchers or project-based units.
- b. Expand access to employment-linked housing programs and workforce housing for individuals with some income but insufficient savings for market rent.

#### Funding Sources & Sustainability

- Seek state and local government grants for non-HUD RRH funding.
- Engage private foundations and corporate donors to support a flexible rental assistance fund.
- Explore social impact bonds or outcome-based funding models to incentivize housing stability.
- Align efforts with workforce development programs to integrate employment and housing solutions.

#### Expected Outcomes

- More efficient use of State and HUD resources by ensuring those with moderate needs do not become chronically homeless.
- Increased exit rates from homelessness, reducing shelter reliance and overall system strain.
- Stronger public-private partnerships, leading to a more holistic housing approach for all individuals experiencing homelessness

#### 3.4.4. Emergency Services

Spokane County offers numerous emergency hotlines. Eastern Washington 2-1-1, operated by Frontier Behavioral Health, is a broad free and confidential service via an easy access phone number where individuals can call to receive information about the availability of our Community's resources by a trained Referral Specialist.<sup>4</sup> 2-1-1 can provide information ranging from food bank locations, homeless services,, health and wellness support, utility/energy assistance, veteran services, legal resources, disaster and crisis support, transportation, free tax preparation, and veterinarian services (this is not an exhaustive list). However, if an individual has a distinct issue that they are needing help with, then other specialized hotlines for assistance. The YWCA offers a 24-hour domestic violence helpline where an advocate located at their safe shelter is prepared to help to discuss options, safety plans, and other community resources.<sup>5</sup> Lutheran Community Services offers a 24-hour crisis line for survivors of sexual assault to seek out information about their options in terms of medical care, healing and legal services. Additionally, Frontier Behavioral Health offers a mental health or substance use disorder hotline called the 24-

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<sup>4</sup> <https://fbhwa.org/programs/additional-support-services/eastern-washington-211-ew211>

<sup>5</sup> <https://ywcaspokane.org/programs/help-with-domestic-violence/24-hour-helpline-faqs/>

Hour Regional Crisis Line, which gives assessments to those in crisis whose health and/or safety are in crisis.

Spokane Fire Department has partnered with FBH to create a Behavioral Health Response Unit that responds exclusively to mental health calls; this is a three-person team consisting of a paramedic and a licensed mental health counselor. With the increase of fentanyl overdoses and opioid settlement funding, a substance use disorder professional, a social worker and case manager were added to this team. Once it has been established that there is a behavioral health case, the team is engaged to try to assess their immediate needs and the best ways to support them through their crisis. Spokane Police Department has a similar program called the Community Diversion Unit which also pairs with mental health professionals to respond to individuals in the community experiencing a mental health crisis, aiming to divert individuals away from jails and hospitals and connect them to the services and resources they may need.

Additional funding from the opioid settlement was used to create a High Utilizer and Complex Care Initiative. This includes a contracted community-based provider to coordinate care, provide intensive wrap-around services, and launch case management services for individuals cycling between jail, emergency departments and local shelters.

#### **3.4.5. Eviction Prevention**

During 2021 our CoC were recipients of an influx of eviction prevention funds from the Federal Government. This money eventually was taken over by the Department of Commerce, and our community has continued to be grantees of these funds. Prevention is a critical tool to ensure that our system works upstream to assist households avoid entry into the homeless system, which ends up being far more expensive than simply maintaining their housing.

#### **3.4.6. Diversion**

Diversion is a housing first, person-centered, and strengths-based approach to help households identify the choices and solutions to end their homeless experience with limited interaction with the homeless crisis response system. It assists households to quickly secure permanent or temporary housing by encouraging creative and cost-effective solutions that meet their unique needs. It is a short-term intervention focused on identifying immediate, safe housing arrangements, often utilizing conflict resolution and mediation skills to reconnect people to their support systems. Diversion offers flexible services that may be coupled with minimal financial assistance when needed. This unique approach engages households early in their housing crisis. A staff member trained in the techniques of diversion initiates an exploratory conversation to brainstorm practical solutions for households to resolve their homelessness quickly and safely. Staff help households see beyond their current crisis by encouraging them to generate creative ideas and identify realistic options for safe housing based on their own available resources rather than those of the crisis response system.

In 2019, the CoC committed to a Diversion-First Model. As such, the City of Spokane and its partners invested in training by the Center for Dialogue and Resolution, based out of Tacoma, Washington, in Diversion strategies. Fifty front-line service providers were trained, with nearly a dozen becoming trainers in Diversion and committing to continue training staff from across the system.

### **3.5. *Actions to Meet the Objectives***

#### **Objective 1: Promote and equitable, accountable, and transparent homeless crisis response system.**

Action	Activity	Responsible Party	Timeline
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3.5.1 Develop and maintain “By-Name-Lists” BNL for sub-populations to achieve functional zero: 1. Single Adults 2. Veterans 3. Youth and Young Adult	<ul style="list-style-type: none"> <li>• Collaborative applicant to ensure that monthly BNL meetings occur.</li> <li>• Refine BNL criteria in CMIS/confirmation.</li> </ul>	Sub-Committees & CHHS HMIS Team	2024-BNL 2027-Project Plan
3.5.1b Develop a project plan for BNL in the HMIS by subpopulation	<ul style="list-style-type: none"> <li>• Review the built for zero/functional zero model</li> <li>• Create BNL reports in HMIS</li> <li>• Analyze Data from reports quarterly.</li> <li>• Develop Intervention Strategies base on the analyzed reports</li> </ul>	Sub-Committees & CHHS HMIS Team	2027
3.5.2 Ensure equity in outcomes	<ul style="list-style-type: none"> <li>• Utilize HUD’s STELLA tool which will assist our CoC in evaluating disparities in our system.</li> <li>• Establish reports for subcommittees and projects to analyze disparities for all racial groups and conduct outreach to agencies that support these populations to collaborate on serving them in an effective manner thereby reducing disparities.</li> <li>• Review the report quarterly</li> <li>• Quarterly assessment of the SALA tool.</li> </ul>	Sub-Committees, Collaborative Applicant, CoC Board	2027
3.5.2b Enhance language access	<ul style="list-style-type: none"> <li>• Translate annual community surveys in Spanish, Russian, and Marshallese.</li> <li>• Conduct annual community surveys.</li> </ul>	Sub-Committees, Collaborative Applicant	2027
3.5.3 Increase the number of BIPOC, Immigrant/Refugee, 2S-LGBTQ+, Disability, Medical, and Justice Involved Organizations in the CoC and CE	<ul style="list-style-type: none"> <li>• Sub-Committees and workgroups establish an organizational outreach plan for: <ul style="list-style-type: none"> <li>○ BIPOC</li> <li>○ Immigrant/Refugee</li> <li>○ 2S-LGBTQ+</li> <li>○ Disability</li> <li>○ Medical</li> <li>○ Justice Involved</li> </ul> </li> <li>• Report on the progress of the plan at meetings.</li> </ul>	Sub-Committees, CoC Board, Collaborative Applicant	Ongoing MOU between Providence and CoC to be completed by no later than 2025.

	<ul style="list-style-type: none"> <li>Strengthen Medical/Healthcare linkages and formalize partnerships in MOU</li> </ul>		
3.54 Increase Community Education	<ul style="list-style-type: none"> <li>Create a CoC and CE marketing and education plan.</li> <li>Host an annual Coordinated Entry Symposium</li> <li>Annual training opportunities on: data, diversion strategies, homeless prevention, system access and CE, myths/ facts, trauma-informed care</li> <li>Require agencies to attend community-wide trainings and keep training logs for employee's engagement efforts</li> <li>Revamp and maintain the CoC Website</li> </ul>	Sub-Committees, CoC Board, Collaborative Applicant, CE Workgroup, Equity Workgroup	Ongoing
3.5.5 Improve access and accessibility to CE	<ul style="list-style-type: none"> <li>Ensure ongoing training for satellite sites</li> <li>Determine where there are gaps where people are accessing services and if there is further need for additional sites</li> <li>Maintain monthly meetings of the CE Workgroup</li> <li>Create info sheets for the CoC Website.</li> <li>Develop a universal intake.</li> <li>Update CoC and CE policies and procedures annually</li> </ul>	CE Leads, CE Providers, Sub-Committees, CoC Board, Collaborative Applicant, HMIS Committee	Ongoing
3.5.6 Improve system performance	<ul style="list-style-type: none"> <li>Quarterly review performance measures as a system</li> <li>Quarterly review measures for underperforming projects.</li> <li>Develop a performance improvement plan for underperforming projects.</li> </ul>	Sub-Committees, CE Providers, CoC Board, Collaborative Applicant	2025 & Ongoing
3.5.7 Train CE Providers and CoC Board and sub-committees in diversity, equity, inclusion.	<ul style="list-style-type: none"> <li>Research training opportunities</li> <li>Conduct annual trainings.</li> </ul>		2025 & Ongoing



## **4. Objective Two: Prioritize those with the most significant barriers to housing stability and the greatest risk of harm.**

### **4.1. Introduction**

Coordinated Entry refers to the Continuum-wide effort to assess the vulnerability of homeless households through CE and connect them to the appropriate housing resource(s) based upon level of need as quantified during their Assessment. The implementation of coordinated assessment is now a requirement of receiving both CoC funds from HUD and state homeless service funds from the WA State Department of Commerce and is considered a national best practice.

Coordinated entry assessments are used to prioritize the most vulnerable homeless households and connect them to the appropriate level of housing and support. As the homeless service system of Spokane continues to develop and strengthen, system changes are focused on what works best for homeless households and rapid exits to permanent housing solutions.

On-going evaluation processes include:

- Survey homeless households seeking assistance through the Coordinated Entry System; and
- Collaborate with homeless service providers to discuss system improvements based on survey results; and
- Monthly Coordinated Entry Lead meetings

The Spokane Regional CoC acknowledges that no two homeless experiences are the same and that circumstances and situations are unique; therefore, need targeted responses. The homeless population is made up of numerous subpopulations, which is indicative that to effectively cater to the unique needs of each, different sets of priorities should be established. Therefore, CoC sub-committees have been extensively discussing and reorganizing CE prioritization measures of each population.

Along with the reorganization of prioritization measures, the CoC continues to review the Housing Inventory Count (HIC)<sup>6</sup> to ensure that the system has an adequate housing inventory to meet the needs of our community's most vulnerable.

### **4.2. Measures of Success and Performance**

1. Compliance with state and federal Coordinated Entry requirements for all projects receiving local, state and federal homeless funds.
2. Compliance with the Office of Homeless Youth's "Five recommendations for making Coordinated Entry work for youth and young adults."<sup>7</sup>
3. Successful implementation of prioritization policies for all projects receiving federal, state and local homeless funds, resulting in prioritized people consistently being housed in a timely manner.
4. Prioritize unsheltered homeless households and increase percent served of unsheltered homeless households by 5% or maintain compliance level.<sup>8</sup>
5. Average length of stay in night-by-night emergency shelter (target 30 days) and exit to permanent housing from night-by-night shelter (target 50%).<sup>9</sup>

### **4.3. Strategies**

1. Improve Case Conferencing mechanisms to effectively meet the need of our most vulnerable.

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<sup>6</sup> See Attachment One

<sup>7</sup> <https://deptofcommerce.app.box.com/s/s1cabcfobjev039u3qfl8r4f8cb0380f>

<sup>8</sup> Department of Commerce CHG Grant sections 2.1.1, 8.4.2 and 8.4.4

<sup>9</sup> Singles are our most popular subpopulation populating night-by-night emergency shelters. One of the biggest indicators for vulnerability that we use for adult singles in our coordinated entry system is length of homelessness. If our length of days in emergency shelter were to decrease, then this would be a major indicator that our most vulnerable are being effectively served.

2. Have CoC Sub-Committees reevaluate vulnerability priority factors by subpopulation and continuously re-evaluate for use by Coordinated Entry System.

#### 4.4. *Current Conditions*

Our CE system currently includes separate entry sites for singles, families and youth and young adult. Additionally, we have awarded funds to our local Victim Service Provider, the YWCA, to provide specific CE services for survivors of DV. Both the singles and family systems offer satellite sites to offer a no wrong door approach and allow those seeking services to do so with providers they are already working with to lessen the trauma associated with retelling their story multiple times.

In 2024 we implemented a new community created assessment and prioritization tool in an effort to create more equitable access to vacancies in the homeless response system and minimize the trauma associated with the invasiveness of the SPDAT which had previously been in use.

#### 4.5. *Actions to Meet the Objectives*

Action	Activity	Responsible Party	Timeline
4.5.1. Maintain and update universal CE policies and procedures (P&Ps)	<ul style="list-style-type: none"> <li>▪ Evaluate current P&amp;Ps by CE system annually and update as needed. Research barriers and interventions as well as culturally specific interventions.</li> <li>▪ I</li> </ul>	CE Providers, CoC Board	2025 & Ongoing
4.5.2. Annual Coordinated Entry Symposium	<ul style="list-style-type: none"> <li>▪ Create a short-term work group to plan symposium</li> <li>▪ Plan and host an education opportunity for agencies to share their programs</li> <li>▪ Requirement to continue as a satellite site for CE</li> </ul>	CE Providers	2025 & Annually
4.5.3. Annual Review of P&P for sub populations	<ul style="list-style-type: none"> <li>▪ Sub-Committees evaluate vulnerabilities to be prioritized by population based off community needs</li> <li>▪ CE work group to review and offer recommendations for any updates</li> <li>▪</li> </ul>	Sub-Committees, CoC Board, Collaborative Applicant	Annually
4.5.4. Match the best intervention with the need	<ul style="list-style-type: none"> <li>▪ Review quarterly SALA referrals and project outcomes</li> <li>▪ Map the system for gaps and needs</li> </ul>	Sub-Committees, & Collaborative Applicant	Ongoing

	<ul style="list-style-type: none"> <li>▪ Create a intervention plan for each sub-population</li> </ul>		
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## 5.1. Objective Three: Prevent Episodes of Homelessness Whenever Possible

### 5.2. Introduction

Spokane’s homeless service response system underscores the dual importance of providing permanent housing solutions and ensuring individuals can maintain housing stability. In this section we will discuss Eviction Prevention and the CoC’s Move-On Strategy. Where the former is an actual financial intervention + supportive services (like TH/RRH/PSH), the latter is a strategy employed by CoC’s to effectively and successfully move households into independent living and out of homeless programs. To address the growing needs of our community, it is essential to expand financial and case management services that stabilize households when they face housing insecurity. Beginning in 2020 our community, like many others, saw an influx of federal and state funding that sought to keep households in their homes. These funds were earmarked as prevention dollars to ensure continuity in maintaining housing stability due to the impact of COVID. Since this time, prevention has come back into the fold as a more permanent intervention offered under Coordinated Entry. We currently have contracts with By and For Agencies that do not require the use of Coordinated Entry for referrals, they are required to enter into HMIS, however. We currently do not use ESG funds as an available eviction prevention activity since the State has offered robust funding in this arena.

Eviction Prevention (EP) dollars also tie together case management services, and it is expected that agencies provide robust case management to ensure a household not become unstably housed post financial assistance. These supportive services are tailored based on the subpopulation served. For example, a family with minor children may need assistance in finding employment, less expensive childcare, or may come to the conclusion that both parents should be working, but only one parent can be out of the house no more than 20 hours per week. In this case, supportive services would include, at minimum, connection with Worksource (local employment agency) to connect the household with the most appropriate employment options. Conversely, a household that is elderly, on fixed income and unable to work, might work with their case manager to submit applications to income based affordable housing. In either scenario, supportive services meets the household where their at and the end goal is to ensure that they do not enter the homeless system. Since the State has not provided communities with outcome metrics for Eviction Prevention, this plan proposes that EP follows the same measures as outlined for RRH.

Housing should be more than just a short-term fix; it must equip participants with the skills and resources needed to maintain long-term stability. The aim is to integrate participants into the broader community, fostering opportunities for personal growth and development. By gaining new experiences, they can develop a diverse skill set, increasing their chances of achieving self-sufficiency and independent living.

Moreover, adopting a strong Move-On Strategy across the Continuum of Care (CoC) ensures that we are setting households up for success and stability, which then will prevent more episodes of homelessness in the future.

The “Moving-On” strategy supports clients in Emergency Housing (EH), Transitional Housing (TH) and Permanent Supportive Housing (PSH). A Move-On strategy must be employed in all interventions, but particularly in PSH, where Housing Choice Vouchers are an option for households who successfully live in a project based voucher (PBV) unit for 12 months or more and have good rental history. By transitioning participants to housing environments without on-site, intensive services, the strategy offers several benefits:

- Participant Empowerment: Fosters independence by providing a less service-intensive living environment.
- Cost-Effectiveness: Frees up PSH resources for individuals with higher service needs.
- System Flow: Creates better resource allocation within the community’s homeless response system.

By aligning high-service housing programs with mainstream, less intensive housing assistance options, we can expand choices for households experiencing homelessness and improve overall system efficiency.

The Moving-On strategy is centered on household participation. . Collaborating with participants to identify when they are ready for greater independence is critical. Establishing a structured process for assessing readiness ensures that transitions are supportive and effective, paving the way for sustainable housing outcomes and greater community impact.

### **5.3. Measures of Success and Performance**

1. Eviction Prevention will adhere to the same metrics as RRH.
2. The CoC will monitor how well the Move-On Strategy is implemented and executed by working with the HMIS Administrator to pull relevant reports on who is eligible and what providers are doing to prepare households for independent living.

### **5.4. Strategies**

1. Monitor QPR's on returns to homelessness for EP enrollments. Identify opportunities for system improvement should we see significant influx post enrollment and financial assistance.
2. Improve data quality to better measure the efficacy of the Move On Strategy.

### **5.5. Current Condition**

In addition to the Department of Commerce's performance measures, a Performance Management Plan is also a local tool that our CoC will use to evaluate baseline data, create minimum performance standards and system performance targets for many projects and at minimum those funded by state and federal funding<sup>10</sup>. As noted earlier, when funding sources are more flexible and can support medium to high barrier projects, a stricter measurement of performance will be contractually required. In some cases, projects that are funded with local dollars (no federal or state funding) measurements may be determined by staff and the local governing body. This is especially the case if the intervention is not within the menu of interventions already funded by HUD or CHG that local jurisdictions are able to use as a guide when determining fair measures of outcomes.

#### **5.5.1. CoC Funding and RFP Committee**

The CoC Funding and RFP Committee oversees the Request for Proposal (RFP) process, including coordinating CoC program funding awards with other funding partners. The Committee reviews project and system performance data from the past award year and makes recommendations to the Collaborative Applicant regarding monitoring plans and funding allocations and/or reallocations. Additionally, the CoC Funding and RFP Committee is responsible for reviewing and updating the Performance Management Plan on an annual basis, including working with the Collaborative Applicant to set minimum performance standards and system performance targets, to establish a system performance improvement strategy for the CoC. In doing so, HUD's project performance objectives and system performance measures, Commerce's system performance expectations, and CoC projects' combined performance on those objectives were considered in determining where to set minimum standards and system targets for the CoC's project portfolio.

### **5.6. Actions to Meet the Objectives**

Action	Activity	Responsible Party	Timeline
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<sup>10</sup> Attached to this document.

5.6.1. Create a system-wide move-on strategy	<ul style="list-style-type: none"> <li>▪ Assess system readiness for move-on strategy</li> <li>▪ Convene PSH providers already utilizing an agency-specific move-on strategy</li> <li>▪ Receive agency feedback on system-wide strategies</li> <li>▪ Solicit CoC Board approval</li> </ul>	Collaborative Applicant, Sub-Committees, CoC Board	2026 & Ongoing
5.6.2. Implement system-wide move-on strategy	<ul style="list-style-type: none"> <li>▪ System-wide move-on strategy training</li> <li>▪ Agency training</li> <li>▪ Develop move-on strategy guidance</li> <li>▪ Develop mechanism to measure effectiveness of the move-on strategy</li> <li>▪ CoC Board approval of policies</li> </ul>	Collaborative Applicant, Sub-Committees, CoC Board	2026 & ongoing
5.6.3. Achieve high-performing community performance set out in the Performance Management Plan <sup>11</sup> for all project types	<ul style="list-style-type: none"> <li>▪ Prioritize TH and Rental Assistance for new project models</li> <li>▪ Identify and apply for more funding to continue to grow inventory of available housing and supportive services as needed</li> <li>▪ Increase use of dedicated subsidies (e.g. Housing Choice and VASH Vouchers)</li> <li>▪ Monitor data for length of time between end of supportive services post-move out and returns into the system</li> <li>▪ Standardize aftercare services based off a local best practice policy</li> <li>▪ Ongoing diversion training and implementation</li> <li>▪ Increase income potential of those receiving services</li> </ul>	Collaborative Applicant, Sub-Committees, CoC Board	2025-2027

<sup>11</sup> See Attachment 3

	<p>through stronger partnerships with employment agencies, career development agencies (e.g. the WorkSource Spokane, and Next Generation Zone), childcare services, transportation availability, etc.</p> <ul style="list-style-type: none"> <li>▪ Increase marketing strategy of the Spokane Resource Center Diversion mechanism</li> <li>▪ Improve access to mainstream benefits (e.g. SOAR, DSHS, TANF, ABD, VA Benefits, etc.)</li> <li>▪ Identify new strategies to develop affordable housing for all subpopulations through community forums and business partnerships</li> <li>▪ Determine where there are gaps in accessing services</li> <li>▪ Improve data quality to minimize error responses and increase reliability (e.g. HMIS, etc.)</li> </ul>		
5.6.4. Adopt a person-centered holistic services approach	<ul style="list-style-type: none"> <li>▪ Research staffing levels for appropriate service delivery.</li> <li>▪ Develop training materials and resources to support CE providers with the adoption</li> </ul>	CoC Sub-Committees & CE Providers	

## 6. Objective Four: Seek to house everyone in a stable setting that meets their needs.

### 6.1. Introduction

The Department of Commerce and the CoC recognize that theoretical formulas produce imperfect information as the state of our nation and the growing population, as well as the real estate market, cannot be perfectly projected<sup>12</sup>. In preparation for this next objective, the Department of Commerce released a tool<sup>13</sup> that when entered with our current housing inventory and homeless population would produce good faith and transparent estimates of the impact of the variety of local strategies being considered, tailored to local priorities. Though the

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<sup>12</sup>

<sup>13</sup>

numbers are not meant to be interpreted literally, this tool has enabled the City of Spokane's CHHS Department, currently the Collaborative Applicant, to explore how plans for creating more units within different interventions would affect the system.

Additionally, the tool calculates annual funding and increases projected to be needed due to inflation and rent-driven increase. This knowledge, though not exact, will help the CHHS Department prepare in advance for additional needed funding streams.

## **6.2. Measures of Success and Performance**

1. A local plan that includes an estimate of people experiencing homelessness that will be housed during 2025 after successful implementation of the local plan using existing resources, and the count of households left unsheltered at a point in time in 2025, based on credible data and research; including the data, assumptions, calculations, and related citations necessary for outside parties to review and reproduce the estimate.

## **6.3. Strategies**

1. Use the Department of Commerce Modeling Tool to assist in the 2026 Point-in-Time prediction.<sup>14</sup>
2. Utilize System Performance Targets adopted by the CoC into the tool.
3. Use data from a variety of system sources to project an estimate of housing sources that are currently projected to join the Spokane homeless system.
4. Use the data to identify housing solutions that will assist the CoC in planning for the future financial expenditures, system impact and strategic investment.

## **6.4. Current Conditions**

In the 2019 Point-in-Time count, 1,309 individuals living in homelessness were documented, 315 of them being unsheltered. Contrast that with the 2024 Point in Time count that surveyed 2,021 individuals and 443 of these households unsheltered. We believe these are two important time comparisons due to the pandemic, the rising cost of housing and the severe shortage of affordable housing stock that Spokane County has faced over the last five years. The other significant factor has been the use of fentanyl and the lack of State planning and implementation of SUD and mental health facilities. Emergency shelters house some of the highest acuity individuals in our community due to the deficiency in appropriate care better left to State planning. The CoC will prioritize working with the Washington Health Care Authority and other appropriate agencies to identify options that would add units to our community, especially for high acuity households and those who require a higher level of care.

As highlighted above, the pace by which affordable housing has been built has not kept up with the demand; towards this end, the available interventions offered under Coordinated Entry do not adequately meet the high needs of those who are experiencing homelessness. In spite of this, the CoC continues to look for ways to improve homeless outreach, offer interventions commensurate to the level of need that a household requires, all to ensure that homelessness is rare, brief and non-recurring. ,

As noted above, Spokane County has been experiencing economic growth and has seen similar increases in the cost of housing and a consistently low vacancy rate. Low-income and homeless households face many barriers to housing in a highly competitive rental market. To increase the rate of permanent placement from shelter, TH, and RRH, the CoC has increased its investment in landlord incentive strategies, facilitated greater coordination between landlord liaisons, and supported legislative actions to decrease barriers for homeless households. Additionally, some existing resources were reallocated to provide rental assistance programs more opportunities to incentivize landlords to rent to homeless households and mitigate perceived risk of renting to them. To meet the growing need and improve system outcomes, the CoC continues to look towards adding additional housing

units across intervention types, as well as increasing project performance measures, particularly in percentages of successful and permanent exits from the interventions.

#### **6.4.1. Emergency Shelter**

Emergency shelters play an important role in a crisis response system, providing beds on a first come, first served basis, to any person experiencing homelessness. City of Spokane, Spokane County and the City of Spokane Valley-funded emergency shelter system is Housing-First and includes housing-focused services by population type. Combined with other public and private funded shelters, the current emergency shelter system offers targeted shelters for single men and single women (households without children), families, young adults, minor youth and those fleeing domestic violence. In 2024, the City of Spokane implemented a Scattered Site model that continues to focus on specific subpopulations but are smaller and more boutique-style shelters. A Housing Navigation Center currently assists in making a certain number of referrals to each site, but many of these beds are still open on a first come first serve basis in order to ensure equal access. Another sub population that has manifested due to the burgeoning need of medical fragile households who are homeless, are respite bed shelters. We currently have three sites that hold 30 individuals each and many of the referrals come directly from hospitals.

Over the next several years, there is an intention to bring new shelters online for key populations that have challenges accessing the existing shelter system or who are particularly vulnerable. Concurrent with this increase in scattered sites, there will be a reduction in congregate shelter capacity. There is continued need for regional solutions for emergency shelter, including a strategically located space that could meet the holistic needs of those throughout the region.

#### **6.4.2. Transitional Housing**

Transitional housing (TH) refers to a supportive – yet temporary – type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support, life skills, and in some cases, education and training. In past years, funding availability for TH has declined nationally, and Spokane County has been impacted by these reductions. However, the CoC continues to pursue tailored housing resources for the populations for which TH is considered a best practice. Service models vary by population, but include at minimum, master leased units and the opportunity for project participants to “transition in place”, thereby reducing impact on the individual and allowing them to move from the TH project into permanent housing without having to move. We also know that transitioning in place is not always possible since it means a reduction in a provider's housing portfolio and due to the high costs of housing, it is better to use the unit as more of a bridge to permanent housing. Our CoC is committed to bringing more TH units online and establishing programs that offer both low and higher barrier programs (i.e.: sober living). Innovative solutions, including shared housing for young people and joint TH-RRH interventions, have been brought online and continuing to expand these creative solutions is critical for creating diversity in housing inventory and for supporting individualized needs. The CoC would like to continue monitoring data and expand this intervention accordingly.

#### **6.4.3. Rapid Re-Housing**

Rapid re-housing (RRH) provides short-term rental assistance and services, with the goal of helping people obtain housing quickly, increase self-sufficiency, and stay housed. It is offered without preconditions (e.g. employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the needs of the person. That said, where the program eligibility requirements may be low barrier, households must still compete with other community members that come without the challenges of low to no income, criminal background, stigma of being homeless. This requires a healthy housing stock that includes access



to housing by the working poor, households on fixed incomes, and who come with a variety of backgrounds, is truly available. Currently, this is not the case in our Continuum. It is worth noting that we continue to be a high performing CoC despite the pragmatic challenges noted above. The CoC is dedicated to tailoring different RRH programs to meet unique needs of subpopulations depending on the funding stream. Specifically, HUD federally funded RRH programs are much stricter than State funded RRH and therefore, the measurement outcomes will be higher based on allowable costs and FMR allowances. Regardless of funding streams, RRH providers employ a progressive engagement model to provide a better service intensity to meet different needs. Progressive engagement is the practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources<sup>25</sup>. More support is applied to those households who continue to struggle to stabilize. Progressive engagement acknowledges individualization and the fact that homelessness is a complex struggle; therefore, when a participant shows that they are in need of more help, it can be provided to meet their needs. On the other hand, by avoiding more assistance than is required to end homelessness and prevent an immediate return to the streets or shelter, programs can help more people, close housing placement gaps, and reduce the time people remain homeless. The CoC has utilized RRH as a critical intervention with significant success. Continuing to move this forward – through standard RRH, TH-RRH joint projects, and others – will be important over the next five years.

#### **6.4.4. Permanent Supportive Housing**

Permanent Supportive Housing (PSH) continues to be a priority for the region. The current system operates both facility-based and scattered-site PSH projects and, for the last few years, new PSH projects have come online to improve access to these service-intensive support interventions for chronically homeless adults. At the same time, existing projects have begun to utilize FCS and GOSH to enhance the level and quality of supportive services for PSH interventions, which also enhance the use of limited federal resources. While point-in-time count data indicates a reduction in chronically homeless throughout Spokane County, the CoC is focusing on ensuring PSH availability for specific subpopulations who may benefit from improved access and accessibility of this inventory. For example, there currently is not a set-aside of PSH units for youth or young adults, and current prioritization policy means this demographic often struggles to be prioritized for existing units. As a result, focused attention and a review of CE policies and procedures is underway by the CE Workgroup to ensure the need is met. Furthermore, the CoC and the Veteran's Administration are deepening their partnership to improve access to VASH vouchers for veterans.

#### **6.5. Actions to Meet the Objectives**

<b>Action</b>	<b>Activity</b>	<b>Responsible Party</b>	<b>Timeline</b>
6.5.1. Projection of Unsheltered Individuals Living in Homelessness in 2025	<ul style="list-style-type: none"> <li>Use the Department of Commerce Tool for this Calculation</li> </ul>	Collaborative Applicant	2025 & Ongoing
6.5.2. Update Annually with Housing Inventory Influx	<ul style="list-style-type: none"> <li>Use the Department of Commerce Tool for this Calculation</li> </ul>	Collaborative Applicant	2025 & Ongoing
6.5.3. Seek to expand affordable housing investments from business and philanthropy.	<ul style="list-style-type: none"> <li>Public Presentations to Philanthropy and Business to broaden the funding to increase affordable housing production.</li> </ul>	Collaborative Applicant, Sub-Committees, CoC Board	2025 & Ongoing

	<ul style="list-style-type: none"> <li>▪ Explore the creation of a Fund Development Committee</li> <li>▪ Work with the city and county to leverage affordable housing production dollars, and advocate for projects that fill gaps and are equitable.</li> </ul>		
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## 7. Objective Five: Strengthen the homeless provider workforce

### 7.1. Introduction

Homeless Service Provider Workers have seen many challenges over the last 10 years and Spokane is no exception. Providers are having a difficult time filling positions, which exacerbates already stretched staff capacity to provide quality and timely services. A 2023 study published by the Department of Commerce looked at the challenges and trauma experienced in the field and the loss of frontline workers in this field. The study reports that workers in this field have huge workloads and are dealing with failures of systems and the effects of systemic racism and poverty and are dealing with primary and secondary trauma daily. They are often underpaid and the programs that they work in are not guaranteed funding. COVID-19 did not cause these issues, but it added additional work and stress to meet increased demand.

To meet the needs of the affordable housing crisis, homeless service providers need trained and stable workers. The system has recognized the value of individuals with lived experience of homelessness and encourages service providers to add these individuals to their workforce. It should be considered, however the unique needs of these individuals and organizations should be equipped to offer support as needed. This could include Employee Assistance Programs (EAP) and sufficient paid sick leave.

Funding sources should consider awarding staffing dollars that allow providers to pay wages that align with market rates for similar positions and provide sufficient benefit packages. Agencies should ensure their staffing structures offer opportunities for growth.

### 7.2. Measures of Success and Performance

1. Completion of an initial analysis utilizing Department of Labor data and local surveys of housing workforce.
2. Improve worker retention in the homeless provider network.
3. Improve safety in homeless provider work.
4. Decrease the time positions stay vacant.

### 7.3. Strategies

1. Work in collaboration with local government, community and agency stakeholders to gather quantitative and qualitative data that further explains the current state of homeless service provider workers in Spokane County's homeless service system.
2. Conduct worker roundtables and community surveys

#### **7.4. Actions to Meet the Objectives**

Objective Five: Strengthen the Homeless Services Workforce

<b>Action</b>	<b>Activity</b>	<b>Responsible Party</b>	<b>Timeline</b>
7.5.1 Evaluate initial data utilizing Department of Labor Data, Commerce Study	<ul style="list-style-type: none"><li>▪ View and evaluate data from the tool as a system to begin to formulate plans that will minimize trauma and increase retention in the field</li></ul>	Collaborative Applicant & CoC Sub-Committees	2025
7.5.2 Analyze Data	<ul style="list-style-type: none"><li>▪ Collect quantitative and qualitative data</li><li>▪ Review data in sub-committees and the CoC Board.</li></ul>	Collaborative Applicant, CoC Sub Committees, CoC Board	2026
7.5.3 Analyze data	<ul style="list-style-type: none"><li>▪ Collect, compile, organize, and evaluate</li></ul>	Collaborative Applicant, CoC Sub-Committees	2026
7.5.4 Develop intervention strategies	<ul style="list-style-type: none"><li>▪ Research funding options</li><li>▪ Research best practice</li><li>▪ Adopt system-wide practices and interventions to support workers</li></ul>	Collaborative Applicant, CoC Sub Committees, CoC Board	2030
7.5.5 Measure ongoing evaluation and learning	<ul style="list-style-type: none"><li>▪ Develop/adapt a monitoring tool</li><li>▪ Evaluate effectiveness of interventions</li><li>▪ Institute changes as approved by the CoC Board</li></ul>	Collaborative Applicant, CoC Sub Committees, CoC Board	2030

### **8. Review Process**

On an annual basis, the CoC Board is entrusted to review the 5-Year Plan to evaluate progress towards stated goals. Simultaneously, the CoC Committees and Subcommittees should use this plan to guide their work plans on an ongoing basis.

#### **8.1. Action Steps**

1. Review of the Objectives, including the Action Steps to Meet the Objectives, to determine if objectives have been met and/or are on track to meet timelines
2. Mobilize relevant Responsible Parties to address shortfalls and/or opportunities
3. Propose modifications or updates, as needed, to address Objectives
4. Seek CoC Board approval
5. Train funded and CoC partners on any changes made to the 5-Year Plan

#### **8.2. Timeline**

In the last quarter of each year during the lifespan of this 5-Year Plan, the CoC Board or its delegate Committee (e.g. Planning and Implementation Committee) will review the plan in accordance with the Review Process.

### ***8.3. Modifications and Updates***

All modifications and updates to this plan need to be approved by the CoC Board. This can be completed on an ad-hoc basis or during the annual review process

Performance Management Plan

**Spokane Regional Continuum of Care  
Five-Year Performance Management Plan**

*Updated March 2025*



**SPOKANE REGIONAL**  
Continuum of Care

# Spokane City/County Continuum of Care Performance Management Plan

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## Introduction

The Spokane Regional Continuum of Care (CoC) Performance Management Plan identifies minimum performance expectations and system performance targets for the CoC and outlines how performance is measured and monitored. This plan should help homeless assistance projects in managing their performance and ensuring access to ongoing funding.

## Background

The CoC's geographic area includes the entirety of Spokane County. The City of Spokane's Community, Housing, and Human Services (CHHS) Department serves as the Collaborative Applicant<sup>1</sup> for the Department of Housing and Urban Development (HUD) Continuum of Care grant, is a lead grantee for the Department of Commerce Consolidated Homeless Grant (CHG) and sits as the City's representative on the CoC Board. Spokane County also receives, as a lead grantee, CHG funding and also sits on the CoC as the County representative. The City of Spokane Valley currently provides grant opportunities to homeless providers from their general fund and also receives a portion of locally collected document recording fees from the County that are also used to help support their homeless population; and also sits on the CoC as the City of Spokane Valley representative.

## Basics of Performance Measurement

### System Performance Targets

For CoC purposes, the system includes, at minimum, all CHG and CoC funded homeless services projects operating within the geography of the CoC. Other projects may wish to participate in HMIS and our CoC encourages their participation to expand the data that our CoC requires to make informed policy decisions as it relates to the delivery of homeless services. Measuring performance of the system is important, as it helps us understand how well we are doing at addressing and ending homelessness. Additionally, it can help our community identify areas of the system that could be replicated or may need improvement. Lastly, as part of the CoC Program regulations, HUD requires that all CoCs monitor the performance of their system. To drive better outcomes for participants in the homeless system and to achieve the goal of ending homelessness for all populations, the CoC has set targets for all performance measures deemed key indicators of high performing systems. All projects within the homeless system are expected to make progress towards the system targets for all applicable project performance measures.

The Systems Performance Measures (SPMs) from the U.S. Department of Housing and Urban Development (HUD) are a set of standardized metrics designed to assess the effectiveness and efficiency of local homelessness assistance systems. These measures us track our progress toward ending homelessness and improving the performance of their programs.

Here are the key Systems Performance Measures HUD uses to evaluate homeless assistance systems:

#### 1. Length of Time Homeless

- This measure tracks how long people experience homelessness before they are connected to permanent

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<sup>1</sup> [CoC Governance – Collaborative Applicant - HUD Exchange](#)

housing. The goal is to reduce the length of time a person or family remains homeless, which is a key indicator of a system's efficiency.

## **2. Returning to Homelessness**

- This measures the percentage of people who exit homelessness but return within a specified time period, usually within 12 months. A lower rate of return is an indicator that the system is effectively preventing future homelessness.

## **3. First-Time Homelessness**

- This measure looks at the number of people experiencing homelessness for the first time in a given period. It helps assess how well the system is preventing new homelessness.

## **4. Successful Permanent Housing Outcomes**

- This measure tracks the percentage of people who exit homelessness and remain in permanent housing (or move to permanent housing destinations) after leaving homelessness assistance programs. A higher percentage indicates that the system is successfully moving people out of homelessness into stable housing.

## **5. Employment and Income Growth for Homeless Persons in CoC Programs**

- This measures the percentage of people in homelessness assistance programs who experience an increase in employment income. Employment is a key factor in achieving long-term stability for individuals exiting homelessness.

## **6. Criminal Justice Involvement of People Experiencing Homelessness**

- This measure tracks whether individuals experiencing homelessness become involved in the criminal justice system. A reduction in criminal justice involvement is seen as an indicator that the system is providing effective services that help people avoid re-entry into the justice system.

## **7. Homelessness Prevention and Housing Stabilization**

- This assesses the effectiveness of programs aimed at preventing homelessness and helping individuals and families remain housed. It evaluates how well the system supports households at risk of homelessness or those struggling to maintain stable housing.

These measures help HUD and CoCs assess whether they are achieving their goals of reducing homelessness and improving the quality of life for those affected. They are used as part of the **Homelessness Management Information System (HMIS)** to collect, analyze, and report data on homelessness. CoCs submit their data annually to HUD, which uses this information to gauge national progress and identify areas for improvement in homelessness programs.

By tracking these outcomes, HUD encourages systems to identify strengths and gaps, improve services, and ultimately reduce homelessness.

## **Minimum Performance Standards**

Measuring the performance of homeless assistance projects is critical for a number of reasons. It helps us understand how well projects are doing at ending homelessness, as well as what issues projects may need to improve upon. It helps us identify project types/models that may be more successful at ending homelessness than others. Additionally, HUD, the WA State Department of Commerce, and other key funders require project performance reporting and monitoring. To help drive system performance, the CoC has set minimum performance standards that funded projects are expected to maintain over the course of an annual period.

## **Setting Performance Objectives**

The CoC Board in collaboration with the Collaborative Applicant was tasked with creating this Performance Management Plan, including setting the minimum performance standards and system performance targets, to establish a system performance improvement strategy for the CoC and an annual review process for projects funded under the City's Homeless Services RFP. CHHS staff considered HUD's project performance objectives and system performance measures, Commerce's system performance expectations, and CoC projects' combined

performance on those objectives in determining where to set minimum standards and system targets for the CoC's project portfolio. The Collaborative Applicant, in partnership with Sub Committees, reviewed current projects' performance, as well as anecdotal community and project information, to help determine what goal to set.

## Monitoring Project and System Performance

### Quarterly Performance Reporting

Homeless assistance projects' performance is monitored on a quarterly basis via the Homeless Management Information System (HMIS) generated Quarterly Performance Report (QPR). The QPR provides project-level performance information for each measure listed in this plan and is shared with the CoC Board and funded providers each quarter.

The QPR is meant to be generated from HMIS after the end of each quarter; however, it is available for agencies to run and review at any time for a custom performance period. Providers should be sure their HMIS data has been fully updated and is accurate prior to the generation of each report. The quarters are as follows:

- First Quarter = July 1 – September 30
  - Reports performance data for first quarter
- Second Quarter = July 1 – December 31
  - Reports performance data for first and second quarters
- Third Quarter = July 1 – March 31
  - Reports performance data for first, second, and third quarters
- Fourth Quarter = July 1 – June 30
  - Reports performance data for the full year

All projects should review their quarterly performance data and provide outcomes of key metrics to the Collaborative Applicant. Projects that consistently fail to meet project performance objectives should develop internal plans and processes for improvement, with the assistance of the Collaborative Applicant.

### Annual Performance Review

On an annual basis, the CoC's Funding and RFP Committee will review performance data from the past award year (July to June) and make recommendations to the CoC Board regarding monitoring plans and funding allocations/reallocations.

### Victim Services Providers

Domestic Violence (DV) victim services providers are not required to participate in HMIS but must maintain a comparable database. While victim service providers do not have their performance data generated out of HMIS via the QPR, all funded DV providers will be required to submit performance data to CHHS staff as requested for annual project evaluation, funding application, or monitoring purposes.

### Sharing QPR Data

Each quarter, project QPRs submitted to the Collaborative Applicant will be posted on the CHHS website for all funded projects within 45 days of the end of the quarter. Staff will work with providers to ensure that all performance data to be shared with the public is as accurate as possible. Performance narratives will be included in the posted dashboard for each project.

## Corrective Action Planning

Projects that fail to maintain minimum performance standards or make progress towards system performance targets (outlined in the performance improvement timeline section of each grant agreement) will be required to participate in a Corrective Action Planning (CAP) process. Ongoing poor performance could ultimately result in the loss or reduction of funding. More detail on the CAP process can be found in the Corrective Action Plan Guide.

## System-Level Performance Reporting

The system-level performance will be reported annually to the CoC Board in accordance with the HUD System Performance Measures (SPM) Report. Please note that not all performance measures outlined in this plan are included in the SPM.

## Implementing the Performance Management Plan

Collaborative Applicant (CA) staff are responsible for implementing this Performance Management Plan on behalf of the Spokane City/County CoC. Implementation involves working with HMIS staff and providers to publicly share the QPR, reviewing all data therein, and sharing project and system performance information with the CoC on a quarterly basis. In reviewing quarterly and annual project performance information, staff will also work with the Spokane City/County CoC Funding and RFP Committee to identify any consistently under-performing projects and target them for CAP development as needed. The CA staff will report on system performance on the measures in this plan at least annually.

In addition to monitoring project and system performance, CA staff work with the CoC Funding and RFP Committee to annually review and update the Performance Management Plan measures and goals.

## Providers' Responsibilities and Meeting Performance Objectives

### Ensure HMIS Data Quality

Because the QPRs used to monitor project performance are generated from HMIS, it is critical that HMIS data be accurate, timely, and complete. To this end, it is essential that providers adhere to the data quality standards outlined in the Spokane HMIS Data Quality Plan. All data entered into the CoC's HMIS shall be a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. All required data elements for each program type must be entered by the 10<sup>th</sup> day of the following month (including weekends and holidays) for all client activity during the preceding month. The percentage of required data elements identified as 'missing /data not collected' should be no more than 1%, depending on project type and data element. Average rates of 'client doesn't know' or 'client refused' must adhere to the acceptable average determined for the project type as set by the HMIS Committee. For a comprehensive outline of data quality expectations for participation in the CoC's HMIS, please see the Spokane HMIS Data Quality Plan. Monthly Data Quality reports are required to be submitted by each provider and failure to meet this requirement will result in performance deficiencies.

## Run and Review Monthly and Quarterly Project Report

To help homeless providers manage their performance on the objectives laid out in this Performance Management Plan, HMIS staff have made monthly and quarterly reports available to providers. The QPR provides detailed information about a project's performance on all the objectives in this plan including client-level data. The QPR will be generated by the HMIS team and sent to the provider for their review. If the data does not reflect what they believe to be an accurate representation of the work they've completed, it is incumbent on the provider to work closely with the HMIS staff to remedy the data. Providers will have a prescribed timeline to rectify the errors prior to the QPR being publicly presented.

Providers can run the QPR on their projects using HMIS whenever they like to better understand in real-time how they performed on all the objectives in this Performance Management Plan. At a minimum, though, HMIS will run the QPR on a quarterly basis and submit the report to providers within 15 days of the end of the quarter. Any projects that may not be meeting minimum performance standards ought to be accompanied by a brief narrative overview explaining quarterly outcomes for each performance measure inclusive of steps taken during the quarter to improve performance, external factors that influenced performance during the quarter, and planned actions to improve or maintain high performance in the following quarter. This narrative is an opportunity to highlight challenges faced by the project, areas of success (particularly those which are replicable by other providers), and to address steps for performance improvement. Performance narratives will be included in the published report for all projects. The CA encourages projects that are meeting or exceeding performance measures to include a narrative on their project. This provides the public an opportunity to learn more about the agency and the program.

## Develop Internal Improvement Plans as Needed

Providers should monitor their own performance on all project performance objectives on, at minimum, a quarterly basis. If providers notice in the QPR that they are not meeting an objective, it is their responsibility to develop internal plans to address the poor performance and they should ensure that improvement is made. As previously mentioned, projects that fail to meet an objective for at least one year may be targeted for development of a CAP. Once on a CAP, a project runs the risk of losing renewal funding if they are not able to improve their performance within a specific timeframe. Ensuring that project performance objectives are met will keep projects from being targeted for CAP development.

## Participate in Corrective Action Plan as Required

As mentioned previously, projects that fail to maintain minimum performance standards or to make adequate progress towards system performance targets may be required to participate in a CAP. Ongoing poor performance, or failure to fully participate in the CAP, could ultimately result in the loss or reduction of funding. More details on the CAP process can be found in the Corrective Action Plan Guide.

## Spokane Regional CoC Project Performance Measures

The following are the project performance objectives for Spokane Regional CoC homeless assistance projects. The goals apply to all CoC-funded homeless projects and all City-funded coordinated entry, emergency shelters, rapid re-housing, transitional housing, diversion, street outreach, and permanent supportive housing projects. Overflow and seasonal emergency shelters are exempt from the performance standards.

Projects that are newly funded that does not meet the minimum performance standards will have adequate time to achieve the minimum performance expectations outlined below. This timeline will be determined, in collaboration, with the provider, RFP Committee, and CA staff. Moreover, the type of project must also be considered when determining the performance improvement timeline. Projects that do not meet minimum performance standards will be required to develop a Corrective Action Plan (CAP). Projects that do not meet minimum performance standards or fail to fully participate in the CAP by the end of the end of the next quarter may face a loss or reduction of funding.

***Night-by-night Emergency Shelter Projects Performance Measures***

<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Length of Time Homeless in ES (SPM Metric 1a.1)	Emergency Shelter (ES) projects will have an average length of stay of no more than 90 days	Emergency Shelter (ES) projects will have an average length of stay of no more than 30 days
Exits to Permanent Housing (SPM Metric 7b.1)	At least 40% of persons in ES projects will move into permanent housing at exit	At least 50% of persons in ES projects will move into permanent housing at exit
Returns to Homelessness (SPM Metric 2b)	ES projects will have no more than 20% of adults who exited to permanent housing return to homelessness within two years of exit	ES projects will have no more than 10% of adults who exited to permanent housing return to homelessness within two years of exit
Employment and Income Growth (SPM Metric 4.6)	At least 35% of person in ES projects will gain or increase employment or non-employment cash income at exit, when they have a Date of Engagement.	At least 50% of person in ES projects will gain or increase employment or non-employment cash income at exit, when they have a Date of Engagement.
Average Length of Time to Date of Engagement (Local Measure)	The average length of time for persons enrolled in ES projects between enrollment and the person's date of engagement shall be no greater than 30 days	The average length of time for persons enrolled in ES projects between enrollment and the person's date of engagement shall be no greater than 10 days

***Continuous Stay Emergency Shelter Projects Performance Measures***

<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Length of Time Homeless in ES (SPM Metric 1a.1)	Continuous Stay Emergency Shelter (CSES) projects will have an average length of stay of no more than 90 days	Continuous Stay Emergency Shelter (CSES) projects will have an average length of stay of no more than 30 days
Exits to Permanent Housing (SPM Metric 7b.1)	At least 55% of persons in CSES projects will move into permanent housing at exit	At least 80% of persons in CSES projects will move into permanent housing at exit
Returns to Homelessness (SPM Metric 2b)	CSES projects will have no more than 20% of adults who exited to permanent housing return to homelessness within two years of exit	CSES projects will have no more than 10% of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization (Local Measure)	The average numbers of persons enrolled in CSES projects per night will represent no less than the 85% of projects' total bed inventory	The average numbers of persons enrolled in CSES projects per night will represent no less than the 95% of projects' total bed inventory
Employment and Income Growth (SPM Metric 4.6)	At least 40% of person in CSES projects will gain or increase employment or non-employment cash income or at exit.	At least 50% of persons in CSES projects will gain or increase employment or non-employment cash income or at exit.



Homelessness Diversion Projects Performance Measures		
Measure	Minimum Performance Standard	System Performance Target
Successfully Diverted from the Homeless System (Includes both exits to PH and temp stays with friends and family) (Local Measure)	At least 55% of persons in Homeless Diversion projects are successfully diverted	At least 80% of persons in Homeless Diversion projects exit to permanent housing at program exit.
Returns to Homelessness (Local Measure)	Diversion projects will have no more than 6% of persons who exited to permanent housing return to homelessness within 1 year.	Diversion projects will have no more than 5% of persons who exited to permanent housing return to homelessness within 1 year.

<b>Street Outreach Projects Performance Measures</b>		
<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Exits to Permanent Housing (SPM Metric 7a.1)	At least 40% of persons in Street Outreach (SO) projects will move into permanent housing at exit.	At least 50% of persons in Street Outreach (SO) projects will move into permanent housing at exit.
Average time from Date of Engagement to Successful Exit (Changed from Average Length of Time to Date of Engagement) (Local Measure)	The average length of time from date of engagement to successful exit is 90 days.	The average length of time from date of engagement to successful exit is 60 days.
Exits to Temporary or Institutional Settings (SPM Metric 7a.1)	At least 25% of persons in SO projects will move to certain temporary and institutional settings at program exit	At least 30% of persons in SO projects will move to certain temporary and institutional settings at program exit.
Successful Exits from Street Outreach (SPM Metric 2b)	At least 55% of persons in SO projects will move into permanent housing or to certain temporary and institutional settings at program exit.	At least 65% of person in SO projects will move into permanent housing or to certain temporary housing and institutional settings at program exit. (Change from 80%)
Returns to Homelessness (SPM Metric 2b)	SO projects will have no more than 20% of adults who exited to permanent housing return to homelessness within two years of exit	SO projects will have no more than 10% of adults who exited to permanent housing return homelessness within two years of exit.
Serving those with the Long Lengths of Homelessness (Local Measure)	At least 64% of persons served by SO projects will have lengths of homelessness greater than 12 months.	At least 75% of persons served by SO projects will have lengths of homelessness greater than 12 months.
Employment and Income Growth (SPM Metric 4.6)	At least 35% of person in SO projects will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.	At least 50% of persons in SO projects will gain or increase employment or non-employment cash income at exit when they have a Date of Engagement.

<b>Homeless Prevention Projects Performance Measures</b>		
<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Employment and Income Growth (SPM Metric 4.6)	At least 20% of persons in HP projects will gain or increase employment or non-employment cash income at exit.	At least 40% of persons in HP projects will gain or increase employment or non-employment cash income at exit
Exits to Permanent Housing (Local Measure)	At least 70% of persons in Homeless Prevention projects exit to permanent housing at program exit.	At least 80% of persons in Homeless Prevention projects exit to permanent housing at program exit.
Returns to Homelessness (Local Measure)	Homeless Prevention projects will have no more than 10% of persons who exited to permanent housing return to homelessness within six months of the enrollment exit date.	Homeless Prevention projects will have no more than 15% of persons who exited to permanent housing return to homelessness within six months of the enrollment exit date.

<b>Transitional Housing Projects Performance Measures</b>		
<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Length of Time Homeless in TH (SPM Metric 1a.2)	Transitional Housing (TH) projects will have an average length of stay of no more than 160 days (270 for youth and young adult projects)	Transitional Housing (TH) projects will have an average length of stay no more than 90 days (120 days for youth and young adults)
Exits to Permanent Housing (SPM Metric 7b.1)	At least 55% of persons in TH projects will move into permanent housing at exit	At least 80% of persons in TH projects will move into permanent housing at exit
Employment and Income Growth (SPM Metric 4.6)	At least 35% of person in TH projects will gain or increase employment or non-employment cash income or at exit	At least 50% of persons in TH projects will gain or increase employment or non-employment cash income or at exit
Returns to Homelessness (SPM Metric 2b)	TH projects will have no more than 10% of adults who exited to permanent housing return to homelessness within two years of exit	TH projects will have no more than 5% of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization (Local Measure)	The average numbers of persons enrolled in TH projects per night will represent no less than the 85% of projects' total bed inventory. Both unit and bed utilization.	The average numbers of persons enrolled in TH projects per night will represent no less than 95% of projects' total bed inventory

<b>Rapid Re-Housing Projects Performance Measures</b>		
<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Rapid Placement into Permanent Housing (Local Measure)	RRH projects will place persons into permanent housing within 60 days of project entry	RRH projects will place persons into permanent housing within 90 days of project entry
Exits to Permanent housing (SPM Metric 7b.1)	At least 70% of persons entering RRH projects will remain in permanent housing at exit	At least 80% of persons entering RRH projects will remain in permanent housing at exit
Employment and Income Growth (SPM Metric 4.6)	At least 20% of persons in RRH projects will gain or increase employment or non-employment cash income at exit (Specify Singles and Families)	At least 40% of persons in RRH projects will gain or increase employment or non-employment cash income at exit
Returns to Homelessness (SPM Metric 2b)	RRH projects will have no more than 10% of adults who exited to permanent housing return to homelessness within two years of exit	RRH projects will have no more than 5% of adults who exited to permanent housing return to homelessness within two years of exit

<b>Permanent Supportive Housing/ other Permanent Housing Projects Performance Measures</b>		
<b>Measure</b>	<b>Minimum Performance Standard</b>	<b>System Performance Target</b>
Exits to or Retention of Permanent Housing (SPM Metric 7b2)	At least 93% of housed persons remain in Permanent Supportive Housing (PSH) project or exit to permanent housing (PH) as of the end of the reporting period or at program exit	At least 95% of housed persons remain in Permanent Supportive Housing (PSH) project or exit to permanent housing (PH) as of the end of the reporting period or at program exit
Employment and Income Growth for stayers (SPM Metric 4.3)	At least 50% of persons entering a PSH project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment	At least 55% of persons entering a PSH project will gain or increase employment or non-employment cash income during the reporting period or at annual assessment
Employment and Income Growth for Leavers (SPM Metric 4.6)	At least 45% of persons entering a PSH project will gain or increase employment or non-employment cash income at exit.	At least 50% of persons entering a PSH project will gain or increase employment or non-employment cash income at exit
Annual Income Growth and/or Non Cash Benefits (Local Measure)	At least 25% of persons in a PSH project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.	At least 30% of persons in a PSH project will gain or increase income or non-cash benefits (ie: food assistance) on an annual basis.
Returns to Homelessness (SPM Metric 2b)	PSH projects will have no more than 5% of adults who exited to permanent housing return to homelessness within two years of exit	PSH projects will have no more than 3% of adults who exited to permanent housing return to homelessness within two years of exit
Average Rate of Utilization (Local Measure)	The average numbers of persons enrolled in PSH projects per night will represent no less than 85% of projects' total bed inventory.  Measure applies to unit utilization and bed utilization.	The average numbers of persons enrolled in PSH projects per night will represent no less than the 95% of projects' total bed inventory

Coordinated Entry Performance Measures		
Measure	Minimum Performance Standard	System Performance Target
Successful referrals (Local Measure)	At least 40% of referrals made by SHCA, HFCA and YYA CE to <i>requesting</i> providers shall have a successful outcome. These outcomes are to be managed by the CE Leads but the responsible party of entering the outcome in HMIS is the requesting provider.	At least 60% of referrals made by SHCA, HFCA and YYA CE to <i>requesting</i> providers shall have a successful outcome. These outcomes are to be managed by the CE Leads but the responsible party of entering the outcome in HMIS is the requesting provider.
Average Length of time from Assessment to Referral Placement (Local Measure)	The average length of time from date of Assessment to Referral Placement shall be no longer than 30 Days.	The average length of time from date of Assessment to Referral Placement shall be no longer than 45 Days.
Average Length of Time from Date of Referral Placement to Referral Outcome (Local Measure)	The average length of time from date of referral placement to referral outcome shall be no longer than 15 days.	The average length of time from date of referral placement to referral outcome shall be no longer than 30 days.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2025

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AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

RESOLUTION APPOINTING DIRECTOR OF OFFICE OF NEIGHBORHOOD

**Agenda Wording**

A resolution approving the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

**Summary (Background)**

N/A

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<b>Distribution List</b>			



## RESOLUTION 2025 – 0034

A resolution approving the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/05/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/28/2025

**Clerk's File #**

RES 2025-0036

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

RISK MANAGEMENT

**Bid #****Contact Name/Phone**

MATT BOSTON 625-6585

**Requisition #****Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5800 - SETTLEMENT RESOLUTION

**Agenda Wording**

A Resolution for a claim for damages filed with the City of Spokane for an incident that occurred on November 13, 2024.

**Summary (Background)**

The City of Spokane has determined to resolve all claims with Claimant, and any third parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of NINETY THOUSAND DOLLARS AND 00/100 (\$90,000.00) per the initial estimate. The City recognizes that additional estimates to complete the work may increase the total amount allocated, but the total amount allocated cannot exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00).

**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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ Not to exceed 180,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
The initial payment of \$90,000 is authorized with an additional amount not to exceed \$180,000 for payment. Anything over will require further council action.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes, the Risk fund is funded via cost allocation to other depts.			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	BAIRD, CHRISTI		
<b><u>Legal</u></b>	KAPAUN, MEGAN		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Kelli True ("Claimant") on November 22, 2024, arising out of an incident on or about November 13, 2024, in the City of Spokane, as more fully described in his claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **NINETY THOUSAND DOLLARS AND 00/100 (\$90,000.00)** per the initial estimate.

WHEREAS, the City recognizes that additional estimates to complete the work may increase the total amount allocated, but the total amount allocated cannot exceed **ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00)**. City Staff may prepare and execute a settlement agreement over the initial **NINETY THOUSAND DOLLARS AND 00/100 (\$90,000.00)** estimate but the agreement shall at no time exceed **ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00)** and that Council waives additional approval of any amount less than the maximum **ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00)**.

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that initial payment in the amount of **NINETY THOUSAND DOLLARS AND 00/100 (\$90,000.00)** to be paid to Claimant, and an additional amount, to be established at a later date, can be paid to claimant. The total amount paid to claimant cannot exceed **ONE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$180,000.00)** and is without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

ADOPTED the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/16/2025

**Clerk's File #**

ORD C36676

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #**

N/A

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PLAY STREETS &amp; NEIGHBORHOOD BLOCK PARTY PROGRAM ORDINANCE

**Agenda Wording**

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

**Summary (Background)**

This program will make it easier for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood play and community activities, such as block parties. This program will begin in June and run through Halloween.

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

All designated Spokane Play Streets are free and open to the public, and will allow car-free spaces for neighborhood and community-centered activities, and places for children to play.

**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 proposal aligns with Spokane's Safe Streets efforts.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ \$40,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SCOTT, ALEXANDER	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	
nzollinger@spokanecity.org			



ORDINANCE NO. C36676

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1 .** There is enacted a new section 16A.84.090 of the Spokane Municipal Code to read as follows:

**Section 16A.84.090 Play Streets and Block Parties**

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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Mayor

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Date

---

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/18/2025

**Clerk's File #**

ORD C36679

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

MICHAEL 625-6257

**Requisition #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320-ORDINANCE REINSTATING PROPOSITION 1

**Agenda Wording**

Ordinance reinstating the provisions of Proposition 1

**Summary (Background)**

Proposition 1, expanding the prohibitions on camping on public property to within 1000 feet of schools, parks, and child care centers, was adopted by the voters in 2023, receiving nearly 75% of the votes cast. Proposition 1 was recently overturned by the Washington Supreme Court in Jewels Helping Hands v. Hansen, which held the citizen initiative measure was an improper adoption of an "administrative" matter and not a proper subject for an initiative. The City Council is not limited by the court's holding, and this ordinance would reinstate the provisions of Proposition 1.

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

Unclear. Spokane police indicated in the past that it did have, or use, resources to enforce Proposition 1, and the actual number of citations based on the provisions of Proposition 1 is still being assessed.

**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?**

See above. It is not known what data is publicly available.

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

See above. It is not known what data is publicly available.

**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 ordinance reinstates a provision of SMC 12.02.1010 that was approved by 75% of the voters.

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
The City Council adopted a biennial budget that includes appropriations for general enforcement of City laws by relevant departments.			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<b>Distribution List</b>			

**ORDINANCE NO. C36679**

An ordinance relating to the prohibition of encampments and amending Article VI, Section 12.02.1010 of the Spokane Municipal Code.

**WHEREAS**, protecting the health, safety and lives of its residents is the primary purpose of city government; and

**WHEREAS**, properties with a higher propensity for children's activities are intended for the safe and sanitary condition for individuals and families to gather, move freely and safely about, and engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

**WHEREAS**, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, previously limited the City's ability to fully enforce local anti-camping laws unless adequate low-barrier shelter space was available, thereby placing undue pressure on the city's public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

**WHEREAS**, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people; and

**WHEREAS**, since the holding in *Martin v. Boise*, Spokane voters were asked to consider Proposition 1 in 2023 , a citizen-led initiative for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations: and

**WHEREAS**, Spokane voters overwhelmingly approved Proposition 1 , and the measure was passed by voters with a certified percentage of 74.66% "yes" votes; and

**WHEREAS**, 52,253 individual Spokane voters supported the terms of Proposition 1, which prohibited encampments on any public property or within 1,000 feet from the perimeter of a park, childcare facility, or a public or private school; and

**WHEREAS**, even before its appearance on the ballot, Proposition 1 was subjected to a legal challenge by Jewels Helping Hands and former Council President Ben Stuckart, who asserted that Proposition 1 was an unlawful exercise of local initiative power, and

**WHEREAS**, the Spokane Hearing, the Spokane County Superior Court, and the Washington Court of Appeals all held that Proposition 1 was a lawful exercise of the citizen initiative process under Section 81 of the Spokane City Charter; and

**WHEREAS**, Jewels Helping Hands and Mr. Stuckart appealed the Court of Appeals decision, and on April 17, 2025, in *Jewels Helping Hands v. Hansen*, the Washington Supreme Court struck down Proposition 1 as an impermissible “administrative” measure, rendering unenforceable that portion of Section 12.01.1010 of the Spokane Municipal Code that was enacted via Proposition 1; and

**WHEREAS**, the City Council desires to reinstate that portion of Section 12.02.1010 rendered unenforceable by *Jewels Helping Hands v. Hansen*;

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 12.02.1010 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

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

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

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and

camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:

- a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
- b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
- c. ~~In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).~~
- d. In public within one thousand (1,000) feet of the perimeter of (i) the grounds of a park, as defined in Section 12.06A.030 SMC; (ii) a day care center or child care facility, as defined in RCW 35.63.170; or (iii) a public or private school, as defined in RCW 28A.150.010 and RCW 28A.195.010.

**Note:** SMC 12.02.1010A.3.c., enacted through voter-approved Initiative 2023-4 and identified as Proposition 1, has been invalidated by the decision of the Washington State Supreme Court ruling that the initiative fell outside of the scope of local initiative power. See [Jewels Helping Hands and Ben Stuckart v. Brian Hansen and City of Spokane](#), No. 102814-8, decided on April 17, 2025.

#### B. Penalty

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



C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
  - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
  - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
    - i. whether a shelter has available space for sleeping,
    - ii. the number of available spaces, and
    - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.)
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

**Section 2. 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 3. 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

**PURPOSE OF SUBSTITUTION:** Pursuant to the recommendation of the City Attorney, the ordinance has been reformatted to properly reflect subsection 12.02.1010.A.1.c, as it now appears in the SMC, and to renumber the new language as subsection A.1.d.

**Strike the entirety of ORD C36679 and insert the following in its place:**

## **ORDINANCE C36679**

An ordinance regarding obstructing access to and unauthorized camping upon public property; repealing Sections 10.60.010, 10.60.020, 12.02.1002, 12.02.1010, and 12.02.1011; and adopting new Sections 12.02.1001, 12.02.1007, and 12.02.1009 of the Spokane Municipal Code.

**WHEREAS**, feedback from roundtables, service providers, law enforcement, business leaders, property owners, and neighborhood leaders indicates that the current patchwork of public property ordinances lacks clarity and is inadequate in addressing the underlying causes of the conduct; and

**WHEREAS**, Spokane Police Officers need a straightforward tool with a clear standard for engaging, educating, and helping navigate individuals camping or obstructing access to public property to appropriate resources through an engagement-first and enforcement-second model; and

**WHEREAS**, prosecutors, defenders, and judges need clear standards to hold individuals accountable while protecting the rights of individuals subject to enforcement; and

**WHEREAS**, the City of Spokane has a responsibility to uphold the intent of voters while implementing ordinances that are not only clear and an effective tool for law enforcement, but also prioritize connecting individuals subject to enforcement with proven, evidence-based solutions; and

**WHEREAS**, in June of 2024, the U.S. Supreme Court issued its decision in City of Grants Pass v. Johnson, resulting in the ruling that local governments imposing civil and criminal penalties for camping on public land do not violate the Eighth Amendment; and

**WHEREAS**, regardless of the Grants Pass ruling, the City continues its efforts to assist those living unhoused within the community achieve temporary and permanent housing solutions; and

**WHEREAS**, the City is adopting this ordinance to evolve its approach to engage individuals camping or obstructing access to public properties with navigation to emergency shelter or permanent housing solutions, or other resources; and

**WHEREAS**, the City intends to establish intentional laws with clear standards for conduct on public property that are applicable citywide; and

**WHEREAS**, the City of Spokane seeks to streamline the Spokane Municipal Code while preserving the principles of existing laws regarding Pedestrian or Vehicular

Interference (SMC 10.60.010), Sitting, Lying on Sidewalk in a Designated Zone (SMC 10.60.020), Unauthorized Camping on Public Property (SMC 12.02.1010), and Removal of Unauthorized Encampments and Individual Camps (SMC 12.02.1011);

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 10.60.010 of the Spokane Municipal Code is repealed.

**Section 2.** That Section 10.60.020 of the Spokane Municipal Code is repealed.

**Section 3.** That there is adopted a new Section 12.02.1001 of the Spokane Municipal Code to read as follows:

**Section 12.02.1001 Definitions**

<b>Term</b>	<b>Definition</b>
Camp	Camp means to:  1. pitch, erect, occupy, or utilize camp equipment for the purposes of creating an outdoor accommodation for overnight shelter; or  2. to use a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes, or for the purpose of remaining overnight.
Camp Equipment	Camp Equipment includes but is not limited to tents, huts, temporary shelters, campers, recreational vehicles, trailers, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, or similar equipment.
Compliance	Compliance means to take substantial affirmative action to cease knowingly obstructing access to or use of public property.
Encampment	Encampment means a site on public property where one or more individuals or groups of persons temporarily reside outdoors with camp equipment; whether or not occupied.
First Responder	First Responders mean firefighters, law enforcement officers, and emergency medical personnel, as licensed or certificated by the State of Washington.

Knowingly Obstruct	<p>Knowingly Obstruct means to:</p> <ol style="list-style-type: none"><li>1. Walk, stand, sit, lie, or place an object in such a manner as to impede the free passage of a person or vehicle or to require another person or a driver of a vehicle to take action to avoid physical contact; or</li><li>2. Camp in or upon any public property unless authorized by a local or state emergency declaration or pursuant to a permit.</li></ol>
Park or Park Facility	<p>Park or Park Facility means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands, and natural areas, shall be considered to be a “park facility” for purposes of this chapter.</p>
Public Property	<p>Public Property means any City-owned property including but not limited to parks or park facilities, libraries, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.</p>
Right-of-Way	<p>Right-of-Way means any street, avenue, boulevard, highway, sidewalk, alley, passageway, viaduct, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.</p>

**Section 4.** That Section 12.02.1002 of the Spokane Municipal Code is repealed.

**Section 5.** That there is adopted a new Section 12.02.1007 of the Spokane Municipal Code to read as follows:

**Section 12.02.1007 Obstructing Access to or Use of Public Property**

- A. A person shall not knowingly obstruct access to or use of public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- B. A person shall not camp in or upon public property unless authorized by a local or state emergency declaration or pursuant to a permit.
- C. The following shall not be considered camping or knowingly obstructing access to and use of public property if:
  - 1. Committing such acts as a valid exercise of one's constitutional rights, which incidentally obstruct access to and use of public property to exercise that right;
  - 2. Summoning aid for an emergency;
  - 3. Obstructing access as a result of a sensory, mental, or physical disability;
  - 4. Obstructing access as a result of using a wheelchair, walker, or similar device;
  - 5. Operating or patronizing a licensed and permitted commercial establishment conducted on public property, or waiting in a line to purchase tickets or attend a performance or public event, or to gain entry to a business or non-profit adjacent to public property;
  - 6. Participating in or attending a parade, festival, block party, performance, rally, demonstration, athletic event, meeting, or similar event conducted on public property pursuant to a special event or other applicable permit; or
  - 7. Resting while waiting for transportation or resting on a chair, bench, parklet, sidewalk café, or streetery supplied by a public agency or by the abutting private property owner or lessee for that purpose pursuant to a permit or license.
- D. A violation of this section is a misdemeanor.
- E. A person who complies after being notified by a Spokane Police Officer that their conduct violates this section shall not be subject to enforcement under this section. A person who initially complies but subsequently violates this section during the same law enforcement interaction may be subject to enforcement.
- F. A person engaged by a Spokane Police Officer for conduct in violation of this section, who is offered and accepts from a first responder or City-designated outreach provider, navigation and relocation assistance to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or

substance use treatment facility shall not be subject to enforcement under this section.

G. A person seeking additional time or assistance in complying with this section shall be accommodated to the extent practicable.

H. It is the intent of the City that a person subject to enforcement under this section be referred to a therapeutic court.

**Section 6.** That there is adopted a new Section 12.02.1009 of the Spokane Municipal Code to read as follows:

**Section 12.02.1009 Integrated Outreach | Encampment Removal and Prevention**

Prior to removal of any encampment:

- A. A notice shall be posted up to seven (7) days prior to a citation issued under SMC 12.02.1007(B) so that the Spokane Homeless Outreach Team or a City-designated service provider may offer navigation and relocation assistance to services including but not limited to an emergency or permanent housing solution, day center, crisis stabilization or crisis relief center, or substance use treatment facility.
- B. Prior notice shall not be required to remove an unauthorized encampment when there is a reasonable belief that such encampment presents a significant risk to life, public health or safety, or public property.
- C. The City shall establish and maintain administrative policy and procedures that integrate housing-focused outreach and behavioral health services with the removal and prevention of encampments on public property while protecting the personal property rights of individuals subject to enforcement under this section. Any policy and procedure relating to removal of encampments and subsequent disposition of personal property shall be denominated a “public rule” and adopted pursuant to the requirements of the Spokane Municipal Code.

**Section 7.** That Section 12.02.1010 of the Spokane Municipal Code is repealed.

**Section 8.** That Section 12.02.1011 of the Spokane Municipal Code is repealed.

**Section 9.** The provisions of this ordinance shall be enforceable in a Park or Park Facility, or on Library property, upon adoption by the Spokane Park Board and Library Board of Trustees, respectively, via written resolution.

**Section 10. 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 11. 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

PURPOSE OF AMENDMENT: This amendment would replace the original language from ORD C36679 with language regarding unauthorized camping upon and obstruction of public property consistent with the HOME initiatives.



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/18/2025

**Clerk's File #**

ORD C36681

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

HUMAN RESOURCES

**Bid #****Contact Name/Phone**

ALLISON ADAM 6383

**Requisition #****Contact E-Mail**

AADAM@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 ORDINANCE 03.04 AMENDMENT EMPLOYEE LEAVE

**Agenda Wording**

AN ORDINANCE relating to Employee Leave, amending SMC sections 03.04.010, 03.04.020, 03.04.040, 03.04.070, 03.04.200, 03.04.220, 03.04.230, to chapter 03.04 of the Spokane Municipal Code; repealing SMC section 03.04.030, to chapter 03.04 of the Spokane Municipal Code; and setting an effective date.

**Summary (Background)**

SMC 03.04 addresses employee leave and was last updated in April 2007. These updates are to make the SMC consistent with current Washington state law as well as the City's Collective Bargaining Agreements.

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

N/A This ordinance applies to all employees.

**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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	ADAM, ALLISON		
<u>Division Director</u>	ADAM, ALLISON		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			

## ORDINANCE NO. C36681

AN ORDINANCE relating to Employee Leave, amending SMC sections 03.04.010, 03.04.020, 03.04.040, 03.04.070, 03.04.200, 03.04.220, 03.04.230, to chapter 03.04 of the Spokane Municipal Code; repealing SMC section 03.04.030, to chapter 03.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, chapter 3.04 of the Spokane Municipal Code (SMC) addresses Employee Leave; and

WHEREAS, the current chapter is inconsistent with Washington state law and needs to be revised to be consistent with Washington state law and the City's Collective Bargaining Agreements-

- Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 03.04.010 is amended to read as follows:

### **03.04.010 Sick Leave Accrual**

- A. Permanent, full-time employees accrue cumulative sick leave with pay at the rate ~~((of four hours per biweekly pay period))~~ established by collective bargaining agreement.
- B. Permanent, part-time employees accrue sick leave pro rata based on actual hours paid.
- C. Other ~~((E))~~employees subject to the provisions of collective bargaining agreements accrue sick leave as provided in the current applicable agreement.

Section 2: That SMC section 03.04.020 is amended to read as follows:

### **03.04.020 Employees Entitled**

- A. ~~((Seasonal employees and temporary employees are not entitled to sick leave.))~~The City administers sick leave accrued pursuant to the Washington State Paid Sick Leave Law in accordance with RCW 49.46.200 and RCW 49.46.210. The parameters of sick leave administration are set forth by collective bargaining agreement.

~~((B. Regular employees are eligible for sick leave after six months of service.))~~

~~((C. An employee must be in a paid status at least eighty percent of a pay period in order to accrue sick leave during that pay period.))~~

~~((D)) B. An employee granted leave of absence with pay continues to accrue sick leave during leave of absence((-)), excluding leaves of absence taken pursuant to Washington State Paid Family Medical Leave or workers compensation.~~

~~((E)) C. Employees laid off for reasons not discreditable to them and rehired within thirty-six months, and employees granted leave of absence without pay, do not accrue sick leave during the layoff or absence, but upon resumption of active employment shall have available to them the sick leave accrued prior to layoff or absence.~~

Section 3: That SMC section 03.04.030 entitled "Eligible Reasons" is repealed.

### **((03.04.030 Eligible Reasons**

~~A. An employee is eligible for sick leave with pay for the following reasons only:~~

- ~~1. Personal illness or physical incapacity to such an extent as renders the employee unable to perform the duties of the position.~~
- ~~2. Enforced quarantine in accordance with certain health regulations.~~
- ~~3. Emergency, serious injury or illness, or death of a member~~

~~B. In cases under subsection (A)(3) of this section, the employee may receive leave not exceeding twenty-four work hours, and if travel is required of a greater distance than two hundred fifty miles one way, an additional two days of leave may be granted. The employee may be required to document the need for travel.))~~

Section 4: That SMC section 03.04.040 is amended to read as follows:

### **03.04.040 Duty to Report**

An employee desiring sick leave shall inform the department head, or cause the department to be informed, forthwith that he/she is unable to report for duty and the reason. An employee failing to so report without excuse may be denied sick leave pay. ~~((A department head, at his discretion, may require a written statement from the employee's physician, or physician representing the City, regarding the employee's health and need for the use of sick leave.))~~

Section 5: That SMC section 03.04.070 is amended to read as follows:

### **03.04.070 Coordination with Disability Benefits**

Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted are entitled to sick leave pay only to the extent sick leave hereunder exceeds such benefits. An employee eligible for industrial insurance compensation for time loss because of an on-the-job injury that elects to supplement industrial insurance compensation for time loss with sick leave or vacation leave is paid and charged sick leave or vacation leave in the amount of the difference between regular pay and such time loss payments. Should an employee who has received full sick leave payment for the first three days of absence also be paid under industrial insurance for those first three days, a payroll correction in the amount of the difference between regular pay and time loss payments, denoting the time loss payments as a credit to the City, will be reflected ~~((paid the employee under industrial insurance is credited to the City from the money due the employee))~~ in the next payroll period.

Section 6: That SMC section 03.04.200 is amended to read as follows:

### **03.04.200 Vacation Leave Accrual**

~~((A. Except as provided below, regular employees of the City accrue biweekly vacation leave with pay on the basis of length of active service with the City as follows:~~

<del>Hours Accrued – Effective April 1, 1990</del>	
<del>Years of Service</del>	<del>Per Pay Period</del>
<del>Less than five</del>	<del>3.39</del>
<del>Beginning fifth</del>	<del>4.93</del>
<del>Beginning eleventh</del>	<del>5.24</del>
<del>Beginning twelfth</del>	<del>5.54</del>
<del>Beginning thirteenth</del>	<del>5.85</del>
<del>Beginning fourteenth</del>	<del>6.16</del>
<del>Beginning fifteenth</del>	<del>6.47</del>
<del>Beginning twentieth</del>	<del>8.01</del>

<del>Hours Accrued – Effective December 23, 1990</del>	
<del>Years of Service</del>	<del>Per Pay Period</del>
<del>Less than five</del>	<del>3.70</del>
<del>Beginning fifth</del>	<del>5.24</del>
<del>Beginning eleventh</del>	<del>5.55</del>
<del>Beginning twelfth</del>	<del>5.85</del>
<del>Beginning thirteenth</del>	<del>6.16</del>
<del>Beginning fourteenth</del>	<del>6.47</del>
<del>Beginning fifteenth</del>	<del>6.78</del>
<del>Beginning twentieth))</del>	<del>8.32</del>

~~((B))~~ A. Permanent, part-time employees accrue vacation leave pro rata based on actual hours paid.

~~((C))~~ B. Employees subject to the provisions of collective bargaining agreements~~((-))~~, or employees who follow the pay and benefits established in collective bargaining agreements pursuant to SMC 3.07.310 and SMC 3.07.315, accrue vacation leave as provided in the current applicable agreement.

~~((D. Except as provided in SMC 3.04.220 and SMC 3.04.230, an employee may accumulate paid vacation leave not to exceed two hundred hours or two times the employee's annual leave, whichever is greater.))~~

Section 7: That SMC section 03.04.220 is amended to read as follows:

### **03.04.220 Use and Deferral**

- A. An employee may use vacation leave ~~((as accrued after satisfactory completion of one year of continuous active service;))~~ as provided for by collective bargaining agreement, with prior approval of the department head or designated supervisor. The supervisor schedules vacation leave so as to meet the operating requirements of the City and, as far as practicable, the preference of the employees.
- B. No employee may take vacation leave in excess of the accrual credited to the employee's vacation account at the time the vacation is taken.
- C. All employees are expected to utilize their annual vacation leave. All employees are required to take vacation leave so that an employee's total accumulation does not exceed the maximum permitted by collective bargaining agreement ~~((authorized by SMC 3.04.200(D))~~), but for good and sufficient reason upon the recommendation of the department head, the mayor or his designee may allow vacation leave accrual beyond the maximum prescribed, when such extension serves the best interest of the City.

Section 8: That SMC section 03.04.230 is amended to read as follows:

### **03.04.230 Payment Upon Termination or Forfeiture**

- A. ~~((An employee with more than one year of service, when terminating;))~~ At the time of termination, an employee is compensated at his last hourly rate for each hour of accrued vacation leave to the date of termination pursuant to the terms of the applicable collective bargaining agreement ~~((within the limits set forth in this article)).~~

~~((B. Upon recommendation of the mayor, and for good and sufficient reason, the city council may authorize by resolution payment for vacation accumulated in excess of the limits set forth in this article, rather than the forfeiture thereof.))~~

Section 9: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2025.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36682

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MANAGEMENT &amp; BUDGET

**Bid #****Contact Name/Phone**

JESSICA 625-6585

**Requisition #****Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0410 - SMC CLEAN-UP

**Agenda Wording**

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

**Summary (Background)**

The purpose of this ordinance is for SMC clean-up for the Department of Management and Budget relating to Intrafund Budget Transfers.

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

Not applicable

**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?**

Not applicable

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

## ORDINANCE NO. C36682

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.09.010 Permitted When**

A. Intrafund budget transfers may be made during the current fiscal year by order of the ~~((mayor))~~ Mayor, or in the ~~((library fund))~~ Library Fund by the ~~((library director))~~ Executive Director, or in the ~~((park fund))~~ Park Fund by the ~~((director of parks and recreation))~~ Director of Parks and Recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the ~~((city council))~~ City Council:

1. The creation or abolishment of ~~((employee))~~ positions, except for:

- a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
- b. progressive promotions, certification advancements, or position reclassifications of classified employees governed by ~~((civil service rules))~~ Civil Service Merit System Rules or bargaining unit contracts.

2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund except for grant funds.

~~((3. All transfers from a budgeted line item to a defunded line item as adopted by the City Council.))~~

~~((4))~~ 3. Transfers of budgeted personnel expenses to non-personnel expenses. This does not apply to grant funds or Library, Parks, Civil Service, or other quasi-departments governed by a separately appointed Board or Commission.

~~((5. Transfers of budgeted personnel expenses from one department to another department within the same fund.))~~

~~((6))~~ 4. Emergencies as specified in state law or City charter.

B. Provided, further, that ~~the following transfers shall be approved by ordinance passed by a majority of all members of the city council:~~

~~1. Changes)) changes~~ to the wages, hours, and conditions of employment of ~~((appointive))~~ employees shall be approved by ordinance passed by a majority of all members of the City Council.

~~2. Adjustments to the salary or compensation of City officers, assistants and employees.~~

**Section 2.** That Section 07.09.015 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.015 Personnel/Position Transfers**

A. Transfer of all classified ~~((personnel))~~ employees shall be accomplished pursuant to the City's ~~((civil service rules))~~ Civil Service Merit System Rules.

~~B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.))~~

~~((G))~~ B. Inter-departmental transfers of ~~((job))~~ positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC ~~((07.15.005))~~ 07.14, and chapter ~~((35.33))~~ 35.34, RCW, shall not occur unless the City Council approves ~~((an))~~ a special budget ordinance to accomplish the transfer.

**Section 3.** That Section 07.09.020 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.020 Report Required**

A. The ~~((mayor))~~ Mayor shall prepare and submit to the ~~((city council))~~ City Council within fifteen (15) days following the calendar month a report of all intrafund budget transfers ~~((ordered))~~ requested during the previous calendar month. It shall not be necessary for the ~~((city council))~~ City Council to approve the report. The report shall include but not be limited to the following:

1. Intrafund transfers between departments; and
2. Intrafund transfers covered by [SMC 7.09.010\(A\)\(1\)\(a\) and \(1\)\(b\)](#); and
3. Intrafund transfers between categories of personal services, maintenance and operation, capital outlay and debt service.

- B. Intrafund transfers within budgets of single departments which do not involve transfers between the object groups of personal services, maintenance and operation, capital outlay, and debt service need not be included in the monthly reports to ~~((city council))~~ City Council.
- C. For purposes of determining those transfers to be reported, the classification of accounts as established by the ~~((state auditor))~~ Washington State Auditor shall be followed.

**Section 4.** That Section 07.09.040 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.040 Expenditure Limits**

Budget expenditures shall be limited in the manner specified in chapter ~~((35-33))~~ 35.34 RCW as now enacted or hereafter amended.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36683

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 625-6585

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SMC CLEAN-UP

**Agenda Wording**

An ordinance correcting position titles in SMC Chapter 07.06; amending Sections 07.06.097 and 07.06.271 of the Spokane Municipal Code.

**Summary (Background)**

The purpose of this ordinance is around SMC clean-up relating to two different sections of SMC. One section regarding credit cards and the other section relating to the Spokane Employees' Retirement Systems (SERS) contracts.

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

Not applicable

**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?**

Not applicable

**Council Subcommittee Review**

Not applicable



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	GBYRD		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<b>Distribution List</b>			

## ORDINANCE NO. C36683

An ordinance correcting position titles in SMC Chapter 07.06; amending Sections 07.06.097 and 07.06.271 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 07.06.097 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.06.097 Use of Credit Cards**

- A. The ((~~Director of Finance, Treasury and Administration~~)) Chief Financial Officer maintains a credit card account with a suitable financial institution.
- B. The ((~~Contracts and Purchasing Director~~)) Director of Accounting distributes cards to such employees as appropriate for their use in making small purchases.
- C. Should a charge be disallowed, the charging employee must pay the amount of any disallowed charge to the City immediately. Should the employee fail to timely pay, the City has a lien against any sums payable to the employee, including wages.
- D. Use of procurement cards is subject to such rules and regulations as detailed in the City's policies and procedures. A card may not be used for cash advances.

**Section 2.** That Section 07.06.271 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.06.271 Spokane Employees' Retirement System (SERS) Contracts**

- A. The ((~~director of the Spokane Employees' Retirement System (SERS)~~)) Director of Retirement is designated to execute in a representative capacity for the Mayor contracts approved by the ((~~for~~)) Spokane Employees Retirement System (SERS) and the ((~~retirement fund~~)) Employees' Retirement Fund.
- B. The ((~~director of SERS~~)) Director of Retirement is authorized to sign contracts authorized by the SERS board, provided that such contracts meet all the requirements of [SMC 4.14.070](#).
- C. The City Clerk shall attest such contracts.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date