SUSTAINABLE RESOURCES COMMITTEE MEETING
AGENDA FOR
October 15, 2018
1:15 p.m. – City Council Briefing Center

The Spokane City Council’s Sustainable Resources Committee meeting will be held at 1:15 p.m. on October 15, 2018 in City Council Briefing Center – Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call to Order

II. Approval of Minutes from August 20, 2018 Meeting

III. Consent Items
- Spokane Municipal DUI Court Grant FFY 2019
  Howard Delaney
- 2019 State Legislative Priorities
  CM Mumm
- Riverfront Park Business Manager SBO
  John Moog
- On Call Engineering Consultants
  Dan Buller
- Recycled Materials – Value Blanket Renewal
  Raylene Gennett
- 2019 Annual Fee Adjustment per SMC 08.02.0206
  Jake Hensley
- CDW Government (CDW-G) Value Blanket
  Sloon/Finch
- Com Group – Diverse Fiber Route RFP
  Sloon/Finch
- Eastside Electric Motors Contract Renewal
  David Paine
- American Recycling Corp. Contract
  David Paine
- Big Sky Industrial Contract Renewal
  David Paine

IV. Council Requests
- Intrafund Budget Transfers
  Lori Kinnear
- Ordinance re: Training Requirements for Spokane Police Dept and Spokane Fire Department Dispatch Services (5 min)
  CP Stuckart
- Gun Disposal Ordinance (5 min)
  CP Stuckart/CM Mumm

V. Staff Requests
1. Parking Violations Analysis (5 min)
   Gavin Cooley
2. Financial & Overtime Dashboards – Police (10 min)
   Isaacson/Schmitt/Cooley
3. Financial Update (15 min)
   Gavin Cooley
VI. Executive Session:

VII. Adjournment:
Next Sustainable Resources meeting will be on Monday, November 19, 2018.

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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.
JOB SUMMARY:
Manages, directs activities, and provides leadership relating to attractions, retail, new business development activities, business technology, performance metrics and analytics, budget, accounts payable and receivable, procurement and contracts, and general administrative processes at Riverfront Park. Work requires thorough knowledge of City policies and procedures regarding Riverfront Park, and the application of independent judgment in devising new methods and procedures. Employee has regular interaction with both inside and outside contacts. Duties are light in nature, performed under normal working conditions, and regularly require more than normal concentrated attention. Must be willing to work odd hours when required.

DISTINGUISHING CHARACTERISTICS:
Reports directly to the Director of Riverfront Spokane. General objectives are established, and employee is required to select their own method of procedure.

SUPERVISION EXERCISED:
Exercises full scope supervision over subordinate management and professional staff, and other pertinent support staff as needed.

EXAMPLES OF DUTIES: This list is ILLUSTRATIVE only and is not a comprehensive listing of all functions and duties performed by the incumbent of this class. Duties may include, but are not limited to the following:

- Manages and participates in the development and implementation of goals, objectives, policies and priorities; recommends and administers policies and procedures.
- Performs research and develops projects to improve park revenue generation and guest experience including amenities, customer service delivery and technology.
- Works with Park Director to develop, coordinate, manage and track Riverfront Park budget. Performs budget analysis and conducts detailed studies related to efficiency and cost savings.
- Oversees attractions, retail, and clerical support teams at Riverfront Park.
- Manages cash room operations including proper cash control safeguards, auditor compliance, and invoicing for accounts receivable.
- Develops and coordinates general park wide administrative tasks including training, record keeping, and hiring.
- Establishes and tracks park wide performance metrics to improve efficiency and effectiveness and devises methodology to collect supporting data. Performs statistical and qualitative analysis from operational, financial data systems. Provides recommendations for changes to processes and operations to improve performance goals.
- Implements and coordinates efficient workflow systems between Riverfront Park work groups.
- Manages contracts with contractors, vendors and partners.
- Coordinates and tracks procurement activities for personal and professional services, high value purchases, sponsorship agreements, grants, and other essential park contracts or purchases.
- Researches and seeks grant opportunities to support new or existing programs.
- Makes recommendations for park wide fees and charges.
- Manages contracts, utilization, and performance of Riverfront Park’s business software and technology systems.
- Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of:
- Basic accounting principles and standards.
- Industry best practices as they relate to parks, recreation, tourist destinations and/or event venues including related resources.
- Pay-for-service attractions (such as ice rinks and amusement rides) and retail standards and operations.
- Statistical and quantitative analysis as applied to development of performance metrics.
- Investigative techniques for research and development, including statistics, budgeting and basic program implementation.
- City policies and procedures pertaining to Riverfront Park.

**Skill in:**

- Creativity, innovation, and systems thinking.
- Research and analysis of data used in decision making.
- Tact, professionalism, effective communication, and organization.
- Word, Excel, and PowerPoint programs at a proficient level to create and manage work-related computer documents.

**Ability to:**

- Analyze, evaluate and solve problems using sound judgement.
- Assess trends in park attractions, experiences, technology, and best practices
- Perform full scope of supervisory responsibilities.
- Lead, organize, coordinate, and motivate individuals to achieve park goals.
- Establish, maintain, and foster positive and harmonious working relationships.
- Establish and maintain effective public relations.

**Physical Demands:**

While performing the essential functions of the job, the incumbent is regularly required to:

- Move about an office setting as well as park sites and event locations.
- Read and understand written communications, documents, and graphic materials.
- Use hands to operate a keyboard; grasp, handle, or feel objects.
- Reach with hands and arms, above the shoulders and below the waist.
- Speak and hear normal speech in person, on the telephone, and using a public address system.
- Lift, carry, push and pull objects/equipment up to 25 pounds.

**Working Conditions:**

- Work is performed in both a normal office/meeting environment with little exposure to outdoor temperatures, dirt, and dust, and in a park environment with varied outdoor sites and terrain.
- The incumbent’s typical working hours are related to park locations, events, and functions, and therefore require the ability to perform required duties for the duration of events and to respond to after-hours emergencies.
- Some evening and weekend work will be required.

**MINIMUM QUALIFICATIONS REQUIRED:**

**Education and Experience:**

A Bachelor’s degree from an accredited four-year college or university with major coursework related to public/business management, accounting, finance, or a closely related field; AND, a minimum of five years of progressively responsible professional experience pertaining to development and management of budgets, project management, and revenue creation. Experience must include responsibility demonstrating proven analytical experience, such as implementing financial controls and performance metrics, and at least one year of responsible supervisory experience.

An equivalent combination of education and experience that would likely provide the required knowledge and abilities may also be qualifying.

**License:**

A valid driver’s license, or otherwise demonstrated ability to move to and from multiple work locations, is required.

New: 7/18

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.
**Briefing Paper**

**SUSTAINABLE RESOURCES COMMITTEE**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Business Registration Annual Fee Adjustment per SMC 08.02.0206</td>
</tr>
<tr>
<td>Date:</td>
<td>10/15/2018</td>
</tr>
<tr>
<td>Contact (email &amp; phone):</td>
<td><a href="mailto:jahensley@spokanecity.org">jahensley@spokanecity.org</a>; 625-6074 (Jake Hensley, Treasury Manager)</td>
</tr>
<tr>
<td>City Council Sponsor:</td>
<td>Candace Mummm</td>
</tr>
<tr>
<td>Executive Sponsor:</td>
<td>Crystal Marchand</td>
</tr>
<tr>
<td>Committee(s) Impacted:</td>
<td>Finance and Administration Committee</td>
</tr>
<tr>
<td>Type of Agenda item:</td>
<td>☐ Consent ☐ Discussion ☐ Strategic Initiative</td>
</tr>
<tr>
<td>Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Budget</td>
</tr>
<tr>
<td>Strategic Initiative:</td>
<td>N/A</td>
</tr>
<tr>
<td>Deadline:</td>
<td>Review annually prior to January per SMC 08.02.0206</td>
</tr>
<tr>
<td>Outcome: (deliverables, delivery duties, milestones to meet)</td>
<td>Determination of 2019 Business Registration Fee Amount</td>
</tr>
</tbody>
</table>

**Background/History:** SMC 08.02.0206 states: “Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane Treasurer’s Office for an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the City Treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.”

As noted in the above SMC, the CPI increase only applies to the basic registration fee and not to the personnel fees. **The regular registration fee is currently $113. Businesses qualifying for a reduced fee license currently pay $56.50.**

**Executive Summary:**
- The CPI figures for July – July (CPI-U = 2.9%; CPI-W = 3.2 %) would result in a 3.05% increase in the basic registration fee.
- If adjusted, the new registration fees would be:
  - **Regular business registration fee** – from $113 to $117 (rounded up from $116.45)
  - **Reduced registration fee** – from $56.50 to $58.50 (50% of Regular fee)
- Business registration fees were last adjusted in 2015.
- If Council were to move forward with this adjustment, BLS requires **seventy-five (75) days** advance notice. That would make for an **effective date of January 1** if we bring this forward for Council action now.
- This change would generate approximately $76,000 in new revenue for 2019.

**Budget Impact:**
- Approved in current year budget? ☐ Yes ☐ No ☐ N/A
- Annual/Reoccurring expenditure? ☐ Yes ☐ No ☐ N/A
<table>
<thead>
<tr>
<th>Operations Impact:</th>
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<tbody>
<tr>
<td>Consistent with current operations/policy?</td>
<td>Yes</td>
</tr>
<tr>
<td>Requires change in current operations/policy?</td>
<td>Yes</td>
</tr>
<tr>
<td>Specify changes required:</td>
<td>n/a</td>
</tr>
<tr>
<td>Known challenges/barriers:</td>
<td>n/a</td>
</tr>
</tbody>
</table>
**Briefing Paper**  
**Sustainable Resources Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works Division; Solid Waste Disposal</th>
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<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Extension of Contract For Metals Recycling at the WTE Facility</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>October 15, 2018</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>, 625-6878</td>
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<td><strong>Committee(s) Impacted:</strong></td>
<td>Sustainable Resources/Public Infrastructure; Environment and Sustainability Committee</td>
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<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Sustainable Resources - Sustainable Practices - Recycling Metal</td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td></td>
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<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>Council approval to continue sending metals ash and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill.</td>
</tr>
</tbody>
</table>

**Background/History:**  
Metals are removed from ash at the Waste to Energy Facility, prior to disposing of it at the landfill for recycling. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.

In 2015, American Recycling Corporation was awarded the contract in response to RFP 4071-14 for these recycling services. The RFP stipulated that the term of the agreement would be for one year and may be extended for four (4) additional one-year periods. This will be the last of those extensions.

**Executive Summary:**
- Contract Extension #4 of 4 with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor.
- Projected annual revenue, based on current market pricing, of approximately $800,000.00.
- Contract term from January 1, 2019 through December 31, 2019.

**Budget Impact:**
- Approved in current year budget? ☑ Yes ☐ No ☐ N/A
- Annual/Reoccurring expenditure? ☑ Yes ☐ No ☐ N/A

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

**Operations Impact:**
- Consistent with current operations/policy? ☑ Yes ☐ No ☐ N/A
- Requires change in current operations/policy? ☑ Yes ☐ No ☐ N/A

Specify changes required:
Known challenges/barriers:
# Briefing Paper

## Sustainable Resources Committee

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<tr>
<td>Subject:</td>
<td>Renewal of Contract for Vacuum Support Services at the WTE</td>
</tr>
<tr>
<td>Date:</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>Contact (email &amp; phone):</td>
<td>David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>, 625-6878</td>
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<td>Strategic Initiative:</td>
<td>Innovative Infrastructure-Sustainability of the WTEF Operation</td>
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<tr>
<td>Deadline:</td>
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<tr>
<td>Outcome:</td>
<td>Council approval of contract renewal with Big Sky Industrial for vacuuming services that will allow maintenance work to be completed in a clean and environmentally conscious manner.</td>
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## Background/History:

During maintenance outages at the WTE Facility sandblasting is done throughout the boiler, depending on work being performed. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete.

Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.

The original contract for these services was awarded to Big Sky Industrial, for one year, with four (4) additional one-year extensions possible. This will be the last of those extensions. The estimated annual cost for this contract renewal is $100,000.00 and will run from January 1, 2019 through December 31, 2019.

## Executive Summary:

- Contract renewal #4 of 4 with Big Sky Industrial for Vacuum Support Services at the WTE.
- Includes vacuuming of sandblast material, sump and water jet transfer lines, overflow areas and water washing of air cooled condensers.
- Annual estimated cost of the renewal is $100,000.00.
- Term of the extension will run from January 1, 2019 through December 31, 2019.

## Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A
<table>
<thead>
<tr>
<th><strong>Annual/Reoccurring expenditure?</strong></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>If new, specify funding source:</td>
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<tr>
<td>Other budget impacts: (revenue generating, match requirements, etc.)</td>
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</table>

**Operations Impact:**
- Consistent with current operations/policy? | Yes | No | N/A |
- Requires change in current operations/policy? | Yes | No | N/A |
- Specify changes required: |     |    |     |
- Known challenges/barriers: |     |    |     |
### Briefing Paper
**Sustainable Resources Committee**

<table>
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<tr>
<th>Division &amp; Department:</th>
<th>Innovation and Technology Services Division</th>
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</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>CDW Government (CDW-G) Value Blanket</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>October 15, 2018</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>, 625-6468</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td></td>
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<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>Eric Finch and Michael Sloon</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>Finance &amp; Administration Committee</td>
</tr>
</tbody>
</table>

**Type of Agenda item:**
- [ ] Consent
- [x] Discussion
- [ ] Strategic Initiative

**Alignment:** (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)
- ITSD – Value Blanket

**Strategic Initiative:**
- December 31, 2018

**Deadline:**
- November 30, 2018

**Outcome:** (deliverables, delivery duties, milestones to meet)
- Approval to increase estimated expenditure to make purchases of hardware and software from CDW-G, utilizing various contracts.

### Background/History:

The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the King County Directors’ Association (KCDA) Agreement #AEPA 014-E for its selection of CDW-G. In addition, the following contracts will also be used to procure the reasonable pricing: HP products through National IPA CO-OP Contract #R160203; Panasonic NVP computer equipment through WA State Contract #05815-011 (MNWNC-124); various hardware/software through GSA Federal Contract #GS-35F-0195J.

### Executive Summary:

- Requesting an increase of $40,000.00, including tax and shipping, for CDW-G OPR 2017-0814, value blanket VB 300930
- Utilizing various budget accounts.

### Budget Impact:

- Approved in current year budget? [x] Yes  [ ] No
- Annual/Reoccurring expenditure? [x] Yes  [ ] No
- If new, specify funding source:
- Other budget impacts: (revenue generating, match requirements, etc.)

### Operations Impact:

- Consistent with current operations/policy?  [ ] Yes  [x] No
- Requires change in current operations/policy? [ ] Yes  [x] No
- Specify changes required:
- Known challenges/barriers:
# Briefing Paper
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<tbody>
<tr>
<td>Subject:</td>
<td>Renewal of Contract for Off-Side Motor Reconditioning at the WTE</td>
</tr>
<tr>
<td>Date:</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>Contact (email &amp; phone):</td>
<td>David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>, 625-6878</td>
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<tr>
<td>City Council Sponsor:</td>
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<td>Executive Sponsor:</td>
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<tr>
<td>Strategic Initiative:</td>
<td>Innovative Infrastructure-Sustainability of the WTEF Operation</td>
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<tr>
<td>Deadline:</td>
<td></td>
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<tr>
<td>Outcome: (deliverables, delivery duties, milestones to meet)</td>
<td>Council approval for the contract renewal with Eastside Electric Motors to keep operations running continuously.</td>
</tr>
</tbody>
</table>

## Background/History:

The WTE Facility uses various motors throughout the plant. Reconditioning of these motors extends the life and allows them to be fully utilized. An Informal Request for Bids, WTE-11, was issued for these services in 2015. The Contract was awarded to Eastside Electric Motors for one year, with the possibility of four (4), one-year extensions. This is the last of those extensions.

The annual cost for these services is estimated at $38,500.00 including taxes and the extension will run from January 1, 2019 through December 31, 2019.

## Executive Summary:
- Extension #4 of 4 for off-site motor reconditioning with Eastside Electric Motors.
- Annual estimated cost of $38,500.00.
- The term of the contract will be January 1, 2019 through December 31, 2019.
- Reconditioning of the motors extends their life and allows the WTE to continue uninterrupted operations at a lower cost than replacing the motors.

## Budget Impact:
- Approved in current year budget? ☒ Yes ☐ No ☐ N/A
- Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

## Operations Impact:
- Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A
- Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:
### Briefing Paper

**Sustainable Resources Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Public Works, 4100/4310 Water/Wastewater Maintenance Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Recycled Materials – Value Blanket Renewal</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>Monday, October 15, 2018</td>
</tr>
<tr>
<td><strong>Author (email &amp; phone):</strong></td>
<td>Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>, x7909</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
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<tr>
<td><strong>Executive Sponsor:</strong></td>
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<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>PIES</td>
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<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>☑ Consent ☐ Discussion ☐ Strategic Initiative</td>
</tr>
<tr>
<td><strong>Alignment:</strong></td>
<td>(link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) Funding for these purchases has been budgeted in the Water and Wastewater Maintenance department budgets, respectively. Charges will be paid according to actual usage.</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Sustainable Resources, Innovative Infrastructure</td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td>Renewal to Support Continued Operations</td>
</tr>
<tr>
<td><strong>Outcome:</strong></td>
<td>(deliverables, delivery duties, milestones to meet) This renewal would support the continued timely processing of materials generated and required by City Water and Wastewater projects in an environmentally friendly manner, while also maximizing cost savings.</td>
</tr>
</tbody>
</table>

**Background/History:** Invitation for Bids #4264-16 for recycling of dirt, rock, concrete, and asphalt debris as well as purchase of recycled dirt, rock, concrete, and asphalt in compliance with WA DOT specifications was issued July 15, 2016. Three (3) bid responses were opened on August 8, 2016. Action Materials was awarded the business as the lowest responsive bid.

This value blanket will be valid for a one-year term and represents the second of four optional annual renewals upon mutual agreement. This renewal includes no cost increases from 2017.

**Executive Summary:**
- Renewal of Existing Value Blanket Order for Debris Recycling and Purchase of Recycled Materials with Action Materials (Cheney, WA)
- Estimated Annual Expenditure of $125,000.00
- Second of Four (4) Annual Renewal Options at Mutual Agreement
- No Change in Rates from 2017

**Budget Impact:**
- Approved in current year budget? ☑ Yes ☐ No
- Annual/Reoccurring expenditure? ☐ Yes ☑ No
- If new, specify funding source: ---
- Other budget impacts: ---

**Operations Impact:**
- Consistent with current operations/policy? ☑ Yes ☐ No
- Requires change in current operations/policy? ☐ Yes ☑ No
- Specify changes required: ---
- Known challenges/barriers: ---
**Briefing Paper**  
**Public Safety Committee**

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Spokane Municipal Court</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Spokane Municipal DUI Court Grant FFY 2019</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>March 7, 2018</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>Howard Delaney, <a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>, 509-625-4450</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Executive Sponsor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>Public Safety and Community Health</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td>□ Consent □ Discussion □ Strategic Initiative</td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Aligns with the 2018 Washington Traffic Safety Commission-Candidate DUI Court Grant</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td>April 9, 2018</td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>The Spokane Municipal DUI Court could receive funds from the Washington Traffic Safety Commission (WTSC) to assist DUI Court participants with the cost of random urinalysis testing. Truly random urinalysis testing will ensure our participants are clean and sober and don’t pose a risk to the community and therefore reduces liability to the City of Spokane.</td>
</tr>
<tr>
<td><strong>Background/History:</strong></td>
<td>In September of 2017, the Washington Traffic Safety Commission (WTSC) paid for the entire Spokane Municipal DUI Court Team to attend the National Center for DWI Court Foundational Training in Duluth, MN. Our team returned to Spokane and we immediately started laying the foundation of our future DUI Court that follows the Adult Drug Court Best Practice Standards. As a team we agreed on eligibility requirements, created the participant handbook and an online referral process for attorney’s to refer their clients to our DUI Court. The DUI Court uses a validated computerized assessment tool to ensure we screen for high risk/high needs DUI offenders. In January 2018, WTSC awarded our Court with a Candidate Court Grant to assist with start-up costs. The Candidate grant funds will be used to assist financially challenged participants to pay for random urinalysis testing and bus passes. In addition, grant funds will pay for team travel and training expenses, purchase a portable breathalyzer testing machine, office equipment and supplies. Our first DUI Court docket was held on February 26th. Our goal is to have no more than 30 participants per Probation Officer once in full operation. The Spokane Municipal DUI Court applied for a grant offered by WTSC for Federal Fiscal Year 2019. The grant request is in the amount of $51,000.00 and will be used to assist financially challenged participants to pay for random urinalysis testing and to purchase 2019 day planners for our participants. If awarded, funding would start in October 1, 2018 and end on September 31, 2019.</td>
</tr>
</tbody>
</table>
Executive Summary:

- Continue to partner with the Spokane Police Department and their DUI emphasis patrol officers. Officers will be directly involved with the DUI Court seeing participants from arrest to graduation. Officers will attend DUI Court staffing’s, court hearings and conduct random curfew checks.

- New Horizons Care Center will be our primary treatment partner. Clinically trained representatives and DUI Court Team members that attend court staffing’s, court hearings and trainings. New Horizons will administer evidence-based cognitive behavioral treatment for our DUI Court participants.

- Work closely with Absolute Drug Testing to ensure testing is truly random and provides accurate and timely results. It is best practice to randomly test DUI Court participants at least twice per week.

- Conduct quarterly grant reports to the Washington Traffic Safety Commission.

- Educate and conduct outreach to local defense attorneys, court personnel and community partners about the Spokane Municipal DUI Court.

Budget Impact:

<table>
<thead>
<tr>
<th>Approved in current year budget?</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual/Reoccurring expenditure?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

If new, specify funding source:

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

Operations Impact:

<table>
<thead>
<tr>
<th>Consistent with current operations/policy?</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requires change in current operations/policy?</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Specify changes required:

Known challenges/barriers:
THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as (“City”), and COMGROUP, INC., whose address is 12220 11th Avenue NE, Suite 205, Kirkland, Washington 98034, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is develop a Diverse Fiber Route for Engineering Services; and

WHEREAS, the Consultant was selected from a Request for Proposal No 195-18.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. CONTRACT TERM. The Contract shall begin October 15, 2018 and run through March 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK. The General Scope of Work for this Agreement is described in ComGroup, Inc.’s Response to RFP, which is attached hereto as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed SEVENTY THOUSAND FOUR HUNDRED FORTY EIGHT AND NO/100 DOLLARS ($70,448.00), including tax, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor’s application except as provided by state law.

5. REIMBURSABLES. The reimbursables under this Agreement are to be included, and considered part of the maximum
amount not to exceed (above), and require the Consultant’s submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

E. Meals: Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. Rental Car: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. Miscellaneous Travel (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. Miscellaneous other business expenses (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.
6. **PAYMENT PROCEDURES.**
The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City’s receipt of an invoice containing the information listed below.

<table>
<thead>
<tr>
<th>Invoices shall be submitted to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF SPOKANE</td>
</tr>
<tr>
<td>Innovation and Technology Services Division</td>
</tr>
<tr>
<td>Administration Office</td>
</tr>
<tr>
<td>Seventh Floor, City Hall</td>
</tr>
<tr>
<td>808 West Spokane Falls Boulevard</td>
</tr>
<tr>
<td>Spokane, Washington 99201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoices under this Contract shall clearly display the following information</th>
</tr>
</thead>
<tbody>
<tr>
<td>(sub-consultants' invoices shall also include this information):</td>
</tr>
<tr>
<td>• Invoice Date and Invoice Number</td>
</tr>
<tr>
<td>• Riverside Park Water Reclamation Facility</td>
</tr>
<tr>
<td>• Project Coordinator: ___________________</td>
</tr>
<tr>
<td>(Please do not put name in the address portion of the invoice)</td>
</tr>
<tr>
<td>• Department Contract No. OPR #___________</td>
</tr>
<tr>
<td>• Contract Title: <strong>DIVERSE FIBER ROUTE</strong></td>
</tr>
<tr>
<td>• Period covered by the invoice</td>
</tr>
<tr>
<td>• Employee's name and classification</td>
</tr>
<tr>
<td>• Employee's all-inclusive hourly rate excluding fixed fee and # of hours</td>
</tr>
<tr>
<td>worked</td>
</tr>
<tr>
<td>• Total labor costs per Project</td>
</tr>
<tr>
<td>• Itemization of direct, non-salary costs (per Project, if so allocated)</td>
</tr>
<tr>
<td>• The following Sub-Consultant payment information will be provided [if</td>
</tr>
<tr>
<td>needed] (attach Sub-Consultant invoices as backup):</td>
</tr>
<tr>
<td>o Amount Paid to all Sub-Consultants for the invoice period (list sepa-</td>
</tr>
<tr>
<td>rate totals for each Sub-Consultant).</td>
</tr>
<tr>
<td>o Cumulative To-Date amount paid to all Sub-Consultants (list separate</td>
</tr>
<tr>
<td>totals for each Sub-Consultant).</td>
</tr>
<tr>
<td>• Cumulative costs per Project and for the total Agreement</td>
</tr>
</tbody>
</table>

7. **TAXES, FEES AND LICENSES.**
A. Consultant 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 Consultant’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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. 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.

8. 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 Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City’s Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

<table>
<thead>
<tr>
<th>If to the City:</th>
<th>If to the Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF SPOKANE Innovation and Technology Services Division Administration Office</td>
<td>COMGROUP, INC. 12220 113th Avenue NE, Suite 205</td>
</tr>
<tr>
<td>Seventh Floor, City Hall</td>
<td>Kirkland, Washington 98034</td>
</tr>
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<td></td>
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<tr>
<td>Spokane, Washington 99201</td>
<td></td>
</tr>
</tbody>
</table>

10. SOCIAL EQUITY REQUIREMENTS.
A. 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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.
The Consultant 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 Consultant’s negligence or willful misconduct under this Agreement, including attorneys’ fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant’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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant’s own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
12. **INSURANCE.**
The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,500,000 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 Consultant's services to be provided under 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.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

14. **AUDIT.**
Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of
withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or
other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City
to copy such books and records at its own expense. The Consultant shall ensure that inspection,
audit and copying rights of the City is a condition of any subcontract, agreement or other arrange-
ment under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.
A. The Consultant is an independent Consultant. This Agreement does not intend the Con-
sultant to act as a City employee. The City has neither direct nor immediate control over
the Consultant nor the right to control the manner or means by which the Consultant works.
Neither the Consultant nor any Consultant employee shall be an employee of the City. This
Agreement prohibits the Consultant to act as an agent or legal representative of the City.
The Consultant is not granted express or implied rights or authority to assume or create any
obligation or responsibility for or in the name of the City, or to bind the City. The City is not
liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment,
nor to pay social security or other tax that may arise from employment. The Consultant shall
pay all income and other taxes as due. The Consultant may perform work for other parties;
the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the
City may provide the necessary premises and equipment. Such premises and equipment
are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains
an independent Consultant and not a City employee. The Consultant will notify the City
Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive
36-month placement on City property. If the City determines using City premises or equip-
ment is unnecessary to complete the Work, the Consultant will be required to work from its
own office space or in the field. The City may negotiate a reduction in Consultant fees or
charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as es-
sential to the Work, nor shall those key persons, or employees of Consultant identified as to be
involved in the Project Work be replaced, removed or withdrawn from the Work without the ex-
press written consent of the City, which shall not be unreasonably withheld. If any such individual
leaves the Consultant’s employment, the Consultant shall present to the City one or more individ-
uals with greater or equal qualifications as a replacement, subject to the City’s approval, which
shall not be unreasonably withheld. The City’s approval does not release the Consultant from its
obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.
The Consultant 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 sub-
contract made by the Consultant shall incorporate by reference this Agreement, except as other-
wise provided. The Consultant shall require that all subconsultants comply with the obligations
and requirements of the subcontract. The City’s consent to any assignment or subcontract does
not release the consultant from liability or any obligation within this Agreement, whether before or
after City consent, assignment or subcontract.

18. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant
Worker (including any Consultant employee, subconsultant, principal, or owner) and was a
former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant’s work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term “close family relationship” refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant’s services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.
A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications,
data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane’s process for managing records.

The City will try to redact anything that clearly should be redacted under the law. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant’s determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant’s work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records) or that there are apparent exemptions or redactions that Consultant could assert. In the latter case, Consultant will be notified of the request and pending release of records and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant’s performance, shall first be through negotiations, if possible, between the Consultant’s Project Manager and the City’s Project Manager. It shall be referred to the Director and the Consultant’s senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require
the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remediying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.
A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party’s reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lock-out, except labor disputes involving the Consultant’s own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
C. For City’s Convenience: The City may terminate this Agreement without cause and including the City’s convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant’s work product.

25. EXPANSION FOR NEW WORK.
This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the
Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.
A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, 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 Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. 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.
I. 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 Consultant after the time the same shall have become due nor payment to the Consultant 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.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties
agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

COMGROUP, INC.

By_________________________________  By ________________________________
Signature  Date    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 - ComGroup, Inc.'s Response to RFP
Exhibit B - Certificate Regarding Debarment
RESPONSE TO RFP #195-18
for
DIVERSE FIBER ROUTE

PROPOSAL with COSTS
Revision: September 12, 2018

Original Submission Date:
Friday August 17, 2018

Submitted by:

J.R. Simmons
JRS@comgroup-inc.com
12220 113th Ave NE, Ste 205
Kirkland, WA 98034
425.284.6545
425-284-6505 FAX
www.comgroup-inc.com
Section 1 – Letter of Submittal

Section 2 – Technical Proposal

2.1 PROJECT APPROACH / METHODOLOGY

2.2 WORK PLAN

2.3 PROJECT SCHEDULE

2.4 DELIVERABLES SUMMARY

Section 3 – Management Proposal

3.1 PROJECT MANAGEMENT

3.2 EXPERIENCE OF THE FIRM

3.3 REFERENCES

3.4 RELATED INFORMATION

Section 4 – Cost Proposal

Signed Addendum
Section 1 – Letter of Submittal

September 12, 2018

Kurt Monsen
City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA  99201-3316

Re: RFP #195-18, Diverse Fiber Route

COMgroup, Inc. is pleased to provide the City of Spokane with the following response, updated as of the date above to include our proposed costs. We understand the goal of the RFP is to select a firm to provide engineering services for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).

COMgroup provides a wide variety of services, including a focus on infrastructure projects that include design services and construction administration / project management. We have deep experience with the public sector and the City of Spokane has been a COMgroup client for many projects over the past 28 years.

As an independent consulting firm, COMgroup does not accept any form of compensation from vendors or suppliers. Since we do not represent a product or vendor, our guidance and design services are adaptable and provided with only your benefit in mind.

COMgroup offers the best combination of experience and value. We believe that the COMgroup team is uniquely qualified to provide several services outlined in the RFP. Three key reasons include our:

- **Experience** with the unique requirements of public-sector projects, including the appropriate procurement procedures.
- **Expertise** with both outside plant design and managing the construction vendor(s). We have provided communications design services for over 30 years, including several fiber infrastructure projects for the City of Spokane.
- **Knowledge** of the specific elements of the City of Spokane and familiarity with the key players and processes of the City.

A requirement of any complex project is strong organizational skills. This quality is fundamental to the operation of our team and we are used to producing detailed designs, high-quality project plans, and conducting well-run meetings. Our team's skills in all of these areas can be verified through our references.
Legal Entity: COMgroup, Inc.

COMgroup is a Washington Subchapter S corporation; we have a current City of Spokane business license and our legal address and contact information follows. The primary facility location for our team will be the Kirkland office.

COMgroup, Inc.
12220 113th Ave NE, Suite 205
Kirkland, Washington 98034

J.R. Simmons, President
jrs@comgroup-inc.com
Tel: 425-284-6545
Fax: 425-284-6505

COMgroup will leverage the service of a subcontractor, EDI, Ltd., to augment our design team. The specific individuals are listed in the management proposal. COMgroup and EDI have a strong, long-standing relationship, and we share both common values and an independent consulting approach to infrastructure design.

EDI, Ltd.
1600 Riveredge Parkway NW, Suite 900
Atlanta GA 30328.
Tel: 770-956-7000
info@ediltd.com

Pertinent Information

We acknowledge receipt of Addendum No.1 and a signed copy is attached to this proposal.

COMgroup and its subcontractor have no current or former City employees employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.

COMgroup acknowledges that we and our subcontractor will comply with all terms and conditions set forth in the Request for Proposals, and we take no exception to the proposed contract terms.

We appreciate the opportunity to participate in your selection process. Please contact me with any questions.

Sincerely,

J.R. Simmons
President and Principal Consultant
COMgroup, Inc.
Section 2 – Technical Proposal

2.1 PROJECT APPROACH / METHODOLOGY

2.1.1 Project Description

The City of Spokane seeks to design and install a diverse fiber path from the Combined Communications Building (CCB) located at 1620 N Rebecca St., Spokane WA 99217 to the Public Safety Building (PSB) located at 1100 W Mallon Ave, Spokane WA 99201. The path will be approximately twenty-five thousand feet, and will consist of existing and future conduit of varying sizes, inner ducts, vaults, and handholds. The path will also be a combination of underground and aerial sections.

2.1.2 COMgroup Project Methodology

COMgroup uses a consistent approach with our clients to achieve the stated objectives and to accomplish the scope of work. The most common objectives for most every project we work on includes scalability, reliability and manageability. All COMgroup projects are split into clearly defined work plans, with specific deliverables for each task.

It is our experience that formal project management requirements vary widely between organizations. The advantage COMgroup brings to City of Spokane in addition to formal project management is the practical experience of successfully completing implementations of varying platforms, size and complexity with the added value of strong organizational and soft skills.

COMgroup is well respected for our ability to lead and effectively manage both the project and vendors. Our experienced project managers follow standard PMBOK (Project Management Body of Knowledge) protocol for monitoring and managing projects. This long standing and effective project management method is recognized as the standard for project management. The training and process emphasizes active knowledge and the practice of many principles:

- Identifying, mitigating and managing risks
- Effectively leading project teams
- Creative problem solving and retaining refocus on the common goal of the project
- Escalate until roadblocks are removed
- Schedule adherence
- Formal change control
- Good communication skills

As shown in the following work plan, the COMgroup team is very familiar with the nuances and requirements for quality infrastructure projects. We are long-time members of BICSI, which is a worldwide association of cabling design professionals. BICSI produces design standards that provide guidance and authority for infrastructure projects.
2.2 WORK PLAN

Phase 1 – Project Initiation and Detail Design

- Meet with the City project team and Stakeholders to detail the project scope, goals, and overall project plan, including a schedule (project kickoff, on-site)
- Review the high-level design and preliminary specifications (onsite during first trip)
- Walk the entire site pathway to assess the fiber route, document all requirements, and identify any issues (during first trip)
- Develop detailed technical specifications for all elements of the fiber pathway, including aerial, underground, and in-building
- Create detailed technical design drawings
- Develop a high-level cost estimate that can be used for general budget purposes
- Review the final design and specifications with the project team (on-site meeting)
- Provide updates to the specifications and drawings as needed based on feedback

Phase 1 Deliverables:
1. Project plan and schedule
2. Detailed technical specifications
3. Detailed technical design drawings
4. Construction cost estimates
5. Preliminary submission documents for aerial attachments permission (Avista)

Phase 2 – RFP and Vendor Selection

Task Group A – RFP

- Draft a formal RFP that encompasses the technical specifications and fits within the City's established process and standard documents
- Create a Vendor Response Form to organize format and content of vendor proposals to the City
- Produce a suggested evaluation process with criteria for rating vendor proposals
- Help the City finalize the RFP documents
- Identify a list of vendors appropriate for inclusion / notification
- Conduct a pre-proposal meeting with interested vendors, including a site visit
- Help answer questions submitted by vendors and assist with any required RFP addendums needed

Phase 2, Task Group A Deliverables:
1. Suggested evaluation process
2. Formal RFP documents, including vendor response form
3. Vendor list for RFP distribution
4. Pre-proposal meeting and vendor site walk
5. RFP Addendum assistance
Task Group B – Evaluation and Vendor Selection

- Analyze each proposal for compliance with technical requirements; perform risk assessments and assess each vendor’s ability to execute
- Validate the financial accuracy of the vendor’s bid costs
- Assist the City’s project team in scoring the proposals and identifying a preferred vendor
- Create a concise recommendation report, if requested

Phase 2, Task Group B Deliverables:

1. Proposal analysis
2. Recommendation report

Phase 3 – Project Management / Construction Administration

- Conduct kickoff meeting; confirming roles and project communications plan
- Review Vendor’s proposed design versus City’s specifications and determine adjustments (if any)
- Finalize detailed implementation plan and construction schedule
- Determine inspection process and timing
- Confirm testing requirements and documentation
- Update Avista (and any other pole owner) pole attachment documents and verify acceptance & compliance
- Coordinate project with Vendor’s project manager / foreman
- Conduct regular project planning / status meetings
- Provide technical input and response to any issues that arise during construction
- Inspect the project (on-site) as necessary to validate conformance to specifications, industry best practices, and code compliance; develop punch list as needed
- Coordinate with Avista or any other pole owners, including final inspection for pole attachments
- Verify testing process and test results
- Confirm acceptable completion of punch list items
- Obtain as-built details from Vendor and create final record drawings for the City
- Project closeout

Phase 3 Deliverables:

1. Kickoff meeting documents
2. Final construction specifications and schedule
3. Regular project meetings and status reports
4. Inspection results and punch list
5. Record drawings
2.3 PROJECT SCHEDULE

A suggested timeline to complete is below. This timeline reflects the City’s desire to complete the project as promptly as possible, however, this compressed schedule still falls outside of the stated completion target in the City’s RFP. We could further compress for some steps, but a normal schedule would likely add 30 to 60 days to the final dates.

The aggressive schedule makes some assumptions, impacts include:

- Assumes prompt selection by the City and a quick start to the project
- Detailed design may uncover some unknowns
- Vendors will need time to complete their proposal (only allocated 3 weeks)
- Holidays delay the schedule
- Upon selection, vendor contracting may take longer than anticipated
- Mobilization / starting a project by vendors is often not prompt
- Weather may slow the construction schedule

<table>
<thead>
<tr>
<th>TASKS / DELIVERABLES</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td><strong>Phase 1 - Design</strong></td>
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<tr>
<td>Project Initiation / Kickoff</td>
<td>September 6, 2018</td>
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<tr>
<td>On-site design tasks (five days)</td>
<td>September 14, 2018</td>
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<tr>
<td>Detailed specifications and drawings</td>
<td>October 5, 2018</td>
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<td>Avista preliminary attachment request</td>
<td>October 5, 2018</td>
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<tr>
<td>Construction cost estimate</td>
<td>October 5, 2018</td>
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<td>Design validation meeting with City</td>
<td>October 9, 2018</td>
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<tr>
<td><strong>Phase 2 - RFP and Vendor Selection</strong></td>
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<td>Evaluation process</td>
<td>October 9, 2018</td>
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<td>Draft RFP documents</td>
<td>October 15, 2018</td>
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<td>Vendor list for RFP distribution</td>
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<td>Finalize RFP and release to vendors</td>
<td>October 18, 2018</td>
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<td>Pre-proposal meeting and vendor site walk</td>
<td>October 25, 2018</td>
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<td>RFP Addendum issued (if any)</td>
<td>October 31, 2018</td>
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<td>November 8, 2018</td>
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<td>Vendor Contract complete</td>
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<td><strong>Phase 3 - Construction Management</strong></td>
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<td>Construction kickoff meeting</td>
<td>November 27, 2018</td>
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<td>Construction of fiber route</td>
<td>December 20, 2018</td>
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<tr>
<td>Testing and punch list walk complete</td>
<td>December 27, 2018</td>
</tr>
<tr>
<td>Project closeout</td>
<td>January 3, 2019</td>
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2.4 DELIVERABLES SUMMARY

Phase 1 Deliverables:
1. Project plan and schedule
2. Detailed technical specifications
3. Detailed technical design drawings
4. Construction cost estimates
5. Preliminary submission documents for aerial attachments permission (Avista)

Phase 2, Task Group A Deliverables:
1. Suggested evaluation process
2. Formal RFP documents, including vendor response form
3. Vendor list for RFP distribution
4. Pre-proposal meeting and vendor site walk
5. RFP Addendum assistance

Phase 2, Task Group B Deliverables:
1. Proposal analysis
2. Recommendation report

Phase 3 Deliverables:
1. Kickoff meeting documents
2. Final construction specifications and schedule
3. Regular project meetings and status reports
4. Inspection results and punch list
5. Record drawings
Section 3 – Management Proposal

3.1 PROJECT MANAGEMENT

3.1.1 Project Team Structure / Internal Controls

Resources and Roles

J.R. Simmons – COMgroup’s principal consultant and President, J.R. will be the person ultimately responsible for the entire team’s performance. He will be involved in helping to produce formal documents and will serve as our team’s executive.

Jan Stuchlik – A registered professional engineer with EDI, Jan will lead the design team and will be the primary person responsible for the technical elements / specifications. He will draw upon the rest of the team’s talent to help meet the City’s deadlines.

Shawn Self – Holding formal certifications for both design (a BICSI RCDD) and project management (PMP) for EDI, Shawn will be a key member of the team. He will support the design tasks and serve as the team’s project manager.

Wilson Walp – As COMgroup’s Senior Designer, Wilson will provide a quality control validation of all design specifications and drawings; he is also available for site visits if needed.

Michael Berg – Both an Associate Designer and a CAD drafting expert for COMgroup, Michael will lead the drafting team to produce the technical drawings.

Craig Burnley – An accomplished professional with deep CAD experience with EDI, Craig will help Michael with technical drawings and provide a QC check as well.

COMgroup Team Organizational Chart

The following organizational chart represents the team resources that will be allocated to the City of Spokane project.
3.1.2 Staff Qualifications / Experience

Resumes
The resumes on the following pages are for the individuals that will be assigned to this project. COMgroup and EDI commit that the staff identified in this Proposal will actually perform the assigned work.
J.R. Simmons
President and Principal Consultant

J.R. has over 40 years of experience in the telecommunications systems industry, including over 30 years as a consultant providing planning, design, analysis, and implementation management skills. J.R. merged his previous company, TMC, with COMgroup in 2006.

J.R.’s experience includes work on complex telephone systems and call centers, cabling infrastructure and layer one electronics, and both local and wide area networks. A longtime BISCI member, many of his current projects include fiber optic cabling. J.R. is recognized as an industry expert and has provided expert testimony in several legal cases. He contributes two of the most respected industry web sites (No Jitter and BC Strategies) and frequently gives speeches on a wide variety of telecommunications management and technology subjects. He taught advanced telecommunications courses for a Community College Certificate program and continues to teach via independent seminars, including one on the latest developments in the industry (Telecom Turmoil!) that explains the newest technologies and forecasts trends. J.R. was elected to the board of the Society of Telecommunications Consultants in 2011 and to the Executive Board of the STC in 2012, since rebranded as the SUTC. He served as elected President of the SUTC from 2014-2016.

Typical COMgroup Client Experience:

- **Microsoft / CBRE** – Principal consultant handling the redesign of over 350 fiber optic circuits in support of the campus refresh project. This includes installation of multiple new fiber cables to bypass the construction area and expand the backbone capacity.

- **City of Phoenix** – The City hired COMgroup to develop a needs analysis, business case, solution design, and RFPs for complete data network, UC, and call center systems city-wide. To support the new technology, this included several infrastructure related additions and improvements that needed to be made.

- **City of Spokane** – Along with leading many projects for the City, J.R. was the primary consultant leading the development of the original fiber-optic backbone used by the City and he continued to help produce infrastructure and design services for a number of extensions to the system over the years.

- **City of Tacoma** – Currently the lead designer for a fiber optic and copper system being planned to run in parallel to the new light rail expansion on Tacoma’s south hill; the backbone will be primarily to support a municipal WiFi service in the area.

The below represents some of J.R.’s recent contributions to the industry that are pertinent to the City’s specific infrastructure project.

**Sample Publications**

- “Dueling Project Managers Win No Favor” (*No Jitter*, November 2016)

**Sample Speaking Engagements**

- “What’s the Latest with Layer One, and Why Does It Matter?” (*SCTL Annual Conference*, Atlanta, October 6, 2015)
Wilson W. Walp
Senior Consultant

Wilson has over 33 years in the Telecommunications industry, including 28 years with Qwest Communication. In his tenure with Qwest he held positions from Cable Technician to Outside Plant Engineer. His experience allows him the ability to sustain strong client relationships through exceptional service, sound recommendations, and flawless execution. He has an extensive history of relationships with Architects, Engineers, and local jurisdictions.

At COMgroup, Wilson’s responsibilities include the design of communication spaces, pathways, and infrastructure systems utilizing the latest copper, fiber, and wireless technologies. Collaborating one-on-one with his clients he is able to evaluate technical alternatives, recommend solutions and provide design services and coordination during the Programming, Schematic Design, Design Development, and Construction phases of a project.

Examples of Recent Relevant Experience

- **Lincoln Square, Bellevue, WA**
  - Co-design 15 levels of a 28-level office tower for Microsoft. A Greenfield project of approximately 230,000 sq. ft.
  - Client programming, infrastructure design, and construction administration to accommodate all low voltage telecommunications infrastructure
  - Infrastructure includes structured cabling, Wireless LAN, public address systems, copper backbone, singlemode fiber backbone, Multimode fiber backbone, communications grounding and all vertical/horizontal pathways

- **Moffett Tower, Sunnyvale, CA**
  - Lead designer for an 8 level 225,000 sq. ft. Greenfield low rise office tower for Microsoft
  - Provided communications programming, space planning, infrastructure design and cellular carrier coordination
  - Designed diverse path duct bank allowing redundant fiber optic routing to two building entrances

- **Major Domestic Projects (US and Canada) as Lead Designer and Project Manager**
  - Provided structured cabling programming, infrastructure design, and construction administration to accommodate all low voltage telecommunications infrastructure for more than 50 sites and over two million square feet
  - Wireless LAN, copper backbone, fiber backbone and vertical/horizontal pathways

- **State of Washington Olympia, WA, State Capital Distributed Antenna System head-end relocation**
  - Provided programming, space planning, infrastructure design and cellular carrier coordination
  - Space planning included programming mechanical and power loads, and space allocation for four cellular carriers within a registered historical building
  - Infrastructure included copper, coax, singlemode fiber, and vertical/horizontal pathways

- **Microsoft Canadian Excellence Center – Vancouver, B.C., Canada**
  - Provided detailed design for all copper, fiber, Wireless LAN and support infrastructure based on design guidelines and client programming
  - Included design for 4 Communication Rooms to support over 4,300 data outlets
  - Design included 4 Development Server Rooms with 35 associated server cabinets
Michael Berg
Associate Designer
CAD Lead

Michael has 17 years’ experience in the construction industry working in Telecommunications, Architecture and Electrical disciplines. With over 20 years’ experience in CAD and his understanding of building systems and design documents he is responsible for all COMgroup drawing production as well as overseeing support CAD Technicians. As an Associate Designer, Michael assists the project team with research, detail creation, overall drawing production and the first layer of pre-release quality checks. This experience has aided in the successful completion of a diverse range of project types, including:

- **Multi-story mixed use development**
  - New construction for office and/or residential towers with commercial below
  - Urban planning for both office parks and residential communities
  - Smart building management systems
- **Large scale tenant improvement**
  - Tenant improvement for 100,000+ S.F. office environments
  - Office space restructuring using open and flexible planning
  - Multi-story secure office spaces
  - Broadcast studio and support facilities
- **Industrial buildings and complexes**
  - Public Utility plants
  - Industrial manufacturing building with onsite office
Jan Stuchlik, PE  
Lead Designer

Jan has been with EDI since 1992 and serves as Vice President/Principal. In this role, Jan leads a team of project managers and provides executive oversight to their projects. His primary responsibility is to mentor, lead, advise on technical and project management issues, and schedule resources for the team. Jan and his team continually look for new solutions and improvements in efficiency and project delivery. Jan’s experience includes DAS systems, network design, RFPS, evaluations, recommendations, integration, installations, testing, maintenance, troubleshooting, documentation, and support. As an expert in healthcare technology, Jan helps to define the customer’s project objectives and specific requirements through a consultative approach, educating the customer on technologies and options. Jan has had primary project management responsibilities for over 120 projects, the largest of which has a technology systems value of over $22 million.

Relevant Experience

Children’s Healthcare of Atlanta North Druid Hills Campus Project, Atlanta, GA - Children’s Healthcare of Atlanta (CHOA) is actively working to develop the master plan for its North Druid Hills campus, which will include a 1.4 million SF replacement hospital, a 340,000 SF replacement administrative support facility, and a 1.5 million SF parking deck for staff and the public. One of the main goals of this project is to implement state of the art technology to help CHOA enhance the patient and family experience, improve clinical work-flows and operations. EDI has been hired to provide technology master planning services and full technology design services for the new hospital, support building, and parking deck. Technology Cost: $100 million, Est. Completion: 2026

IHG Ravinia Office Renovation – IT Programming, Atlanta, GA - EDI is providing technology visioning, programming, construction documents, MDF redesign and project management, lead technology team, and bid phases services for this 488,000 SF project which encompasses upgrades for over 300 conference rooms. EDI is services the following systems: audio-visual, structured cabling, security access control and video surveillance and room scheduling system. Project Cost: $40 million, Technology Cost: $9 million, Completed: Estimated for 2018

University of West Georgia Fiber Infrastructure, Carrollton, GA – In 2014, EDI provided a feasibility study and needs assessment to plan remediation of overloaded fiber infrastructure at the University of West Georgia. UWG awarded EDI the contract in 2018. The project includes design and construction administration and utilizes existing underground infrastructure and adds new using directional boring. Completed: 2019
Shaun Self, RCDD, PMP  
Senior Project Manager and Designer

Shaun is an Information Technology professional with more than 15 years of experience in the healthcare, higher education, and corporate industries. Specifically, within healthcare IT, Shaun has experience planning, deploying, and supporting technology such that it allows everyone to focus on their role in the organization.

As a Senior Project Manager and clinical IT educator, Shaun helps all team members of a project or technology roll-out stay focused on clearly defined goals from initial visioning to completion.

**Relevant Experience**

**Children’s Healthcare of Atlanta North Druid Hills Campus Project, Atlanta, GA** - Children’s Healthcare of Atlanta (CHOA) is actively working to develop the master plan for its North Druid Hills campus, which will include a 1.4 million SF replacement hospital, a 340,000 SF replacement administrative support facility, and a 1.5 million SF parking deck for staff and the public. One of the main goals of this project is to implement state of the art technology to help CHOA enhance the patient and family experience, improve clinical work-flows and operations. EDI has been hired to provide technology master planning services and full technology design services for the new hospital, support building, and parking deck. Technology Cost: $100 million, Est. Completion: 2026

**Duke Health - Bed Tower Addition, Durham, NC** - EDI is providing technology program management services for this new 500,000 SF/330-bed tower addition. Services include the design oversight for all technology systems including cabling, nurse call, RTLS, DAS, audio-visual, security, television distribution, and the data network. Technology Cost: $24 million, Est. Completion: 2020

**Medstar Georgetown University Hospital, New Surgical Pavilion, Washington DC** - Five-story, 496,000 SF, $560 million medical/surgical pavilion will house a new Emergency Department, larger operating rooms and 156 private patient rooms in an unparalleled, modern setting that will set the standard for patient care. EDI is the Technology Design Consultant responsible for the programming and design documents/specifications for network, security, audio/visual, nurse call and other technology systems. Completed: estimated for 2020.
Craig Burnley
Consultant / CAD Drafter

Craig is a Consultant with EDI, Ltd. specializing in BIM models and CAD design. His expertise includes schematic design drawings and construction documents, layouts, details, and schedules for low-voltage projects in healthcare systems design consultancy. His work includes audio-visual, nurse call, security, data and voice outlets, and devices for healthcare design solutions nationwide. Craig prepares electrical and coordination floor plans, enlarged plans, sections, elevations, diagrams, details, schedules, legends, and notes, as well as ensuring their adherence to company standards, project specific conditions, and applicable codes. Craig has a background in business management, drafting, and electronics engineering. He served as a communications specialist while enlisted in the US Marine Corps, after which he worked as a Designer/Assistant CAD Manager for Hawaii’s largest MEP Consulting Engineering office. As a project manager, Craig works closely with the entire project team to provide projects that deliver on all requirements. He regularly manages weekly technology coordination meetings, provides detailed site observations, and prepares technology budgets, project schedules, responsibility matrix, etc. as part of our project management services.

Relevant Experience
CoBank Corporate Headquarters, Greenwood Village, CO -12-story, 200,000 SF corporate headquarters. EDI was responsible for the design of structured cable plant, network and telephone systems, security systems, audio-visual systems, data center and NOC, acoustics, and sound masking. Completed: 2015

IHG Ravinia Office Renovation – IT Programming, Atlanta, GA - EDI is providing technology visioning, programming, construction documents, MDF redesign and project management, lead technology team, and bid phases services for this 488,000 SF project which encompasses upgrades for over 300 conference rooms. EDI is services the following systems: audio-visual, structured cabling, security access control and video surveillance and room scheduling system. Project Cost: $40 million, Technology Cost: $9 million, Completed: estimated for 2018

Salida Elementary School, Salida, CO - EDI provided technology design service for the new 51,000 SF elementary school. Our services included requirements gathering and basis of design creation, technology system design and documentation, and procurement/construction support. The technology systems included in our scope were: structured cabling system, outside plant cabling, technology distribution room (TDR) layouts, paging system, 802.11 wireless system and audio/visual systems. Completed: 2013

Education:
Bachelor of Science, Business Management, University of Phoenix, 2006

Associates Degree, Engineering Drafting Technology, Honolulu Community College, 1998

Bachelor of Science, Electronic Engineering, DeVry University

Affiliations:
United States Marine Corps 1992-1996
3.2 EXPERIENCE OF THE FIRM

3.2.1 Experience and Qualifications

COMgroup, Inc. has been in business for over 30 years. We are one of the most widely respected independent telecommunications consulting firms in the nation and a recognized leader for telecommunication systems design and communications infrastructure consulting projects. COMgroup consultants are experts in all facets of voice and data communications and our services incorporate multiple technology disciplines.

COMgroup has served over 300 public sector clients, although we do not limit our practice to the public sector. We have significant government sector experience, ranging from the most demanding federal clients all the way through many large local government institutions and a number of smaller projects with individual divisions or departments. Our strong history of public sector work includes completing successful projects for many organizations in the western US. A sample listing of our recent City clients:

We have helped many clients with the design and construction management of fiber optic outside plant services, including for municipalities such as the City of Kent, City of Cheney, City of Tacoma, City of Puyallup, City of Kirkland, City of Redmond, City of Olympia, City of Bellevue and City of Richland. Some of the best examples of COMgroup’s work in similar but non-city engagements are represented by the following projects:

Public Utility District No. 1 of Skagit County
1415 Freeway Drive, Mount Vernon, WA 98273

We originally worked with the District as part of our work for Skagit County putting together a fiber backbone consortium among the political entities in Skagit County. Subsequently, the District obtained funds for the construction of fiber optic services and we began the detailed engineering of various route options to interconnect several key sites. This work included both aerial and underground engineering with detailed CAD drawings and technical specifications for 23 miles of aerial singlemode fiber optic cable. The final solution included a detailed inventory of over 500 power poles owned by Puget Sound Energy and Frontier Communications, right-of-way easements, Burlington Northern Santa Fe Railroad easements, private property easements, city permits, pole attachment permits, and addressing details such as sensitive area work. We developed the specifications used to select a contractor and reviewed the final deliverables.

Clover Park School District
10903 Gravelly Lake Dr. SW, Lakewood, WA 98499

The School District asked us to assist with the strategy, budgets, funding methods, high level design, and implementation project management of their 25-mile fiber optic network. Work tasks included obtaining public right-of-way easements, private property easements, city permits, pole attachment permits, permission to cross an interstate highway (twice) and federal government permits (seven sites on US Military bases).

Grant County PUD
P.O. Box 878, Ephrata, WA 98823

The District initially contacted COMgroup to serve as an expert witness for technical issues related to legal proceeding surrounding their operation of a fiber optic MAN. One
project included strategy on the type and location of cross-connect huts to help serve the Fiber to the Home distribution cables. We became a trusted technical and business advisor to the Commissioners and the District's management team.

Microsoft
1020 Enterprise Way, Sunnyvale, CA
Provided a fiber optic diverse route entrance into a 3 Building High Tech Campus. The Client required a secondary entrance into an existing building that was served by only one entrance. Working with the Property Manager, AT&T and XO Communications a secondary Campus fiber path was established with minimal disruption of hardscapes via a directional bore.

3.2.2 Other Relevant Experience
Although we cannot use the City of Spokane as an actual reference, the City of Spokane has been a continuous COMgroup client since 1989. We developed the original fiber-optic backbone used by the City and produced infrastructure and design services for a number of extensions to the system over the years. We have also continued to support the City with a number of technology projects, which gives us a solid foundation for understanding the City and its team members.

3.2.3 Contract List
COMgroup has completed over 10 projects / contracts for infrastructure work in the past five years, and about another 40 projects related to issuing RFPs and evaluating vendors for non-infrastructure elements. It is not feasible for us to list all contracts, and some of our clients (such as Microsoft) have a policy of not providing comment or references to outside parties. If the City of Spokane wishes to have additional references or contact information related to our clients, we can provide specific information on request (where allowed by our clients).
3.3 REFERENCES

City of Tacoma
747 Market Street, Tacoma, WA 98402
Linda Trehuba, Tel: 253-591-5291, LTREHUBA@ci.tacom.wa.us

COMgroup has completed many projects over the years for the City, including several that involved infrastructure. The current project includes designing a fiber optic and copper system being planned to run in parallel to the new light rail expansion on Tacoma’s south hill; the backbone will be primarily to support a municipal WiFi service in the area.

Microsoft / CBRE
15010 NE 36th Street, Microsoft Campus Building 92, Redmond, WA 98052
Brian Smedley, Project Manager, Tel: 206 495 2025, v-brsmed@microsoft.com

COMgroup is responsible for the redesign of over 350 fiber optic circuits in support of the campus refresh project. This includes installation of multiple new fiber cables to bypass the construction area and expand the backbone capacity.

University of West Georgia
1601 Maple St, Carrollton, GA 30118
Ms. Elsa Peña, Campus Architect, 678-839-6578, epena@westga.edu

EDI completed a Fiber Infrastructure Improvement Project. See the attached case study sheet.

Denver Federal Center
Kipling St, Denver, CO 80225
Jack R Brinkley, Abo Group (Architect), Tel: 303-902-3317, jBrinkley@theabogroup.com
Louis Benson, GSA Project Manager, Tel: 415-770-5127, louis.benson@gsa.gov

EDI completed a communication Manhole and MDF Existing Infrastructure Survey. See the attached case study sheet.

Additional references are available for both COMgroup and EDI.

3.4 RELATED INFORMATION

Neither COMgroup nor its subcontractor EDI has had any contract terminated for default in the past five (5) years.
University of West Georgia Fiber Infrastructure Improvement Project

In 2014, the fiber infrastructure at the University of West Georgia (UWG) was over 80% capacity with limited capabilities for growth and flexibility to address future expansion needs. In addition, the existing fiber network was unable to provide reliable service for critical IT services resulting in significant downtime of production systems when fiber outages occurred. To provide best-in-class services for its students, faculty, and staff, UWG recognized an urgent need and hired EDI to conduct a feasibility study to provide a comprehensive analysis of existing conditions and to develop recommendations to address reliability and future expansion capabilities. UWG received board funding, updated the study with an estimated budget and potential project phasing with the help of EDI, and awarded EDI the contract in 2018. The solutions evaluated included multiple design options from standard fiber through microfiber.

The project includes design and construction administration and utilizes existing underground infrastructure plus new additions using directional boring. To address reliability, EDI is focusing on building a bidirectional ring topology with a length of approximately 3 miles.

Project Size – Campus with approx. 150 buildings, including property in the city of Carrollton
Completion Date – Estimated 2019
Technology Cost – $3,400,00 million

Project Team
EDI contracted with a UWG facilities engineer who had worked at UWG for 30 years and oversaw the fiber plant but retired several years prior to EDI’s engagement. This relatively small expense sped up the discovery of existing fiber cables.

References
Ms. Elsa Peña
Campus Architect
678.839.6578
epena@westga.edu

As the technology consultant, EDI provided an analysis of the campus fiber backbone infrastructure and developed a report and proposed solution that:
- Identified, assessed, and documented the condition of current fiber connection points
- Developed recommendations to improve reliability and flexibility by implementing a bi-directional fiber optic ring topology including a second core for redundancy
- Provided estimated costs
- Provided a phased approach to construction
- EDI developed a Microsoft Access database to track pathways and fiber cables
- EDI updated the study in August 2017 to include any changes since 2014.
Denver Federal Center Communication Manhole & MDF Existing Infrastructure Survey

The General Services Administration (GSA), Region 8, initiated a study to survey and document the existing telecommunication manholes, and infrastructure within them, throughout the Denver Federal Center (DFC). The telecommunication manhole system contained agency installed fiber optic cables from previous projects as well as other cabling that was well past its useful life or abandoned. However, there was no accurate documentation of any work that took place, creating a problem for any agencies looking to install new infrastructure within these telecommunication manholes.

EDI was selected to provide a complete and thorough inspection and evaluation of the telecommunication manhole system on the DFC. The study entailed tracing and documenting any cabling, infrastructure, or other items that should or could be removed. EDI also provided detailed drawings for each telecommunication manhole and plans to lock or secure each one to the vaults below, ensuring that the GSA would be aware of any new installations planned to take place.

Manholes/handholes surveyed – 114
MDFs surveyed – 25 buildings
Completion Date – 2018

Project Team
Architect: Abo Group

References
Abo Group
Mr. Jack R Brinkley
303.902.3317
jBrinkley@theabogroup.com

GSA, General Engineer
Mr. Louis Benson
415.770.5127
louis.benson@gsa.gov

As the technology consultant, EDI provided the following services:

- Identified, assessed, and documented the ending points of current cabling in place, as well as to whom each section belonged
- Provided a complete and thorough inspection and evaluation of the telecommunication manhole system and MDF on the Denver Federal Center
- Provided a report along with detailed drawings (aerial view as well as plane view) for each telecommunication manhole and process for securing/locking each one
Section 4 – Cost Proposal

Per your request, we are providing a **fixed-fee** proposal to cover the full scope of work as describe in this RFP response. The costs listed below include all travel expenses and any document production (drawings) expenses.

- **Phase 1 – Detailed Design, Specifications, Procurement**  $42,000
- **Phase 2 – Construction Administration, Implementation**  $22,750

We propose to invoice monthly based on the percentage of the project completed, with a schedule of values to track performance against the total proposed amount.
ADDENDUM NO. 1

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR THE DIVERSE FIBER ROUTE FROM PSB TO CCB.

This Addendum is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. Q: On the RFP cover page, the due date is shown as 8/10/18. On page 2 section 3.2, the proposal due date is 8/17/18. Which is the correct proposal due date?

A: The proposal is due by 10:00 a.m. on Friday, August 17, 2018.

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

COMgroup, Inc.

Authorized Signature

President
EXHIBIT B
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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

<table>
<thead>
<tr>
<th>Name of Subrecipient / Contractor / Consultant (Type or Print)</th>
<th>Program Title (Type or Print)</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Name of Certifying Official (Type or Print)</th>
<th>Signature</th>
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ORDINANCE NO. C-_____________

An ordinance relating to the destruction of forfeited firearms; enacting a new section 12.05.060 of the Spokane Municipal Code.

WHEREAS, gun violence is a persistent problem across the United States, and Spokane is no exception; and

WHEREAS, under current practice, when the Spokane Police Department takes possession of firearms subject to a judicial forfeiture order, it auctions off the “long guns” (i.e., rifles), and destroys pistols and automatic and illegal weapons; and

WHEREAS, several jurisdictions which have auctioned off or traded seized or forfeited firearms have seen those same guns later involved in crimes, threats, or suicides, as revealed by an Associated Press article examining firearms sales by law enforcement agencies since 2011 and published in the Kitsap Sun in January of 2018; and

WHEREAS, in 1993, the Spokane City Council adopted Resolution 1993-0118 (Dec. 20, 1993), which required that seized or forfeited “short firearms” (i.e., pistols) were to be destroyed, and not resold into the hands of the public; and

WHEREAS, in 1994, the state legislature amended the definition of “firearms” to remove the distinction between pistols and rifles for purposes of the authority of municipal governments to destroy both rifles and pistols subject to a judicial forfeiture order; and

WHEREAS, from 2011 to 2018, inclusive, the City of Spokane has realized approximately $16,787 in proceeds from the sale of forfeited firearms, ranging from approximately $633 to approximately $7,488 in any given year; and

WHEREAS, consistent with the intent of the City Council’s 1993 adoption of Resolution 1993-0118, the City of Spokane intends to do all it can to prevent and reduce violent crime in Spokane and has determined that destroying all seized or forfeited firearms rather than reselling them to the public or to gun dealers is a simple, sensible, and effective way to reduce access to firearms and help reduce and prevent gun violence.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 12.05.060 of the Spokane Municipal Code to read as follows:

Section 12.05.060 Disposition of seized or forfeited firearms

A. The Spokane Police Department (SPD), from time to time, seizes firearms or takes possession of firearms subject to a judicial forfeiture order.
B. Under state law, the City of Spokane is authorized to dispose of any forfeited firearms by whatever method(s) the City Council may determine, including sale, trade, or destruction.

C. The City of Spokane intends to reduce the future availability of firearms which have come into its possession in order to protect the public health, safety, and welfare of the people of Spokane, and convey the City’s adamant determination to reduce the level of violent crime associated with firearms in Spokane.

D. Beginning on the effective date of this section, and except as otherwise provided by this section, the City of Spokane and its police department shall destroy all firearms that have come into its possession and that are (1) judicially forfeited and are no longer needed for evidence, (2) forfeited due to a failure to file a claim under RCW 63.32.010, 63.40.010, or 69.50.505, or that are (3) unlawful for any person to own, manufacture, buy, sell, loan, furnish, transport, or have in possession or under control, and SPD shall not sell, transfer, or trade any such firearms.

E. This section shall not apply to (1) firearms that have come into the possession of SPD prior to June 30, 1993, or (2) antique firearms recognized as curios, relics, and firearms of particular historical significance by the United States Treasury Bureau of Alcohol, Tobacco, Firearms and Explosives.

PASSED by the City Council on ______________________________________.

________________________________________
Council President

Attest: Approved as to form:

________________________________________
City Clerk

________________________________________
Assistant City Attorney

Mayor

________________________________________
Date

________________________________________
Effective Date
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<tr>
<th>Division &amp; Department:</th>
<th>Parks and Recreation Division\Riverfront Park Department</th>
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<tbody>
<tr>
<td>Subject:</td>
<td>SBO – Park Business Development Manager</td>
</tr>
<tr>
<td>Date:</td>
<td>Monday, Oct. 15, 2018</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>Jonathan Moog; <a href="mailto:jmoog@spokanecity.org">jmoog@spokanecity.org</a>; 625-6243</td>
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<tr>
<td>City Council Sponsor:</td>
<td></td>
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<tr>
<td>Executive Sponsor:</td>
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<td>Committee(s) Impacted:</td>
<td>Finance and Administration</td>
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<tr>
<td>Type of Agenda item:</td>
<td>![Consent] ![Discussion] ![Strategic Initiative]</td>
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<td>Strategic Initiative:</td>
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<td>Deadline:</td>
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<tr>
<td>Outcome: (deliverables, delivery duties, milestones to meet)</td>
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<td>Background/History:</td>
<td>Riverfront Park has a need for a Park Business Development Manager position to perform essential functions including management of attractions, retail, new business development activities, business technology, performance metrics and analytics, budget, accounts payable and receivable, procurement and contracts, and general administrative processes at Riverfront Park. Civil Service recently classified these to duties to be consistent with the Park Business Development Manager classification. Funding for this position was adopted by the Park Board and City Council in the 2018 Parks and Recreation 2018 Budget. This SBO provides the FTE position with the proper Civil Service classification.</td>
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<tr>
<td>Executive Summary:</td>
<td>The position is consistent with the Riverfront Spokane organizational plan and budgeted in the 2018 Park Fund.</td>
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<td>Budget Impact:</td>
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<td>Annual/Reoccurring expenditure? ![Yes] ![No]</td>
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<td>If new, specify funding source:</td>
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<td>Other budget impacts: (revenue generating, match requirements, etc.)</td>
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<td>Operations Impact:</td>
<td>Consistent with current operations/policy? ![Yes] ![No]</td>
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<td></td>
<td>Requires change in current operations/policy? ![Yes] ![No]</td>
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<td>Specify changes required:</td>
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<td>Known challenges/barriers:</td>
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Briefing Paper

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<tr>
<th>Division &amp; Department:</th>
<th>City Council</th>
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<tbody>
<tr>
<td>Subject:</td>
<td>Mandatory destruction of seized and abandoned firearms</td>
</tr>
<tr>
<td>Date:</td>
<td>October 8, 2018</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>Candace Mumm (<a href="mailto:cmumm@spokanecity.org">cmumm@spokanecity.org</a>) 625-_____</td>
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<tr>
<td>City Council Sponsor:</td>
<td>Candace Mumm</td>
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<td>Executive Sponsor:</td>
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<td>Public Safety and Community Health</td>
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<td>City Council Resolution 1993-0118</td>
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<td>Strategic Initiative:</td>
<td>Safest City of its Size.</td>
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<td>Deadline:</td>
<td>Will file for Council consideration following committee meeting.</td>
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<td>Outcome: (deliverables, delivery duties, milestones to meet)</td>
<td>Requires the police department to destroy, rather than trade or auction, all seized or abandoned firearms which come into the possession of the police department.</td>
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</table>

This ordinance codifies City Council Resolution 1993-0118 (Dec. 20, 1993), which announced the intent of the City to destroy all pistols which were seized or abandoned. Under current practice of the Spokane Police Department, so-called “long guns” (rifles) are traded or sold at auction, while all pistols seized are destroyed.

This proposed ordinance would require that the City forego a small amount of revenue annually. The following chart shows the average revenue derived from the sale of both seized and abandoned firearms, from 2008 to 2018, also showing the declining trend in such revenues:

![Average firearms sales proceeds (2008-2018)](image)

On average, over the past decade, the City has received just over $8,400 annually from the sale of such firearms.

Budget Impact:
Approved in current year budget? ☐ Yes ☒ No
<table>
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<th>Annual/Reoccurring expenditure?</th>
<th>☑ Yes</th>
<th>✗ No</th>
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<td>If new, specify funding source:</td>
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<td>Other budget impacts: (revenue generating, match requirements, etc.) The Spokane Police Department will forego approximately $8,407.35 in revenue per year.</td>
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<td>☑ Yes</td>
<td>✗ No</td>
</tr>
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<td>Requires change in current operations/policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify changes required: Known challenges/barriers:</td>
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</table>
INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

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

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project 2019-AG-2852-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK
The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

Project Summary:
The project aims to decrease the number of DUI's for the high risk/high needs repeat DUI Offender. In the past four years Spokane Municipal Court has had an average of 51 repeat DUI offenders. The Spokane Municipal Court has already seen a significant increase in DUI arrests due to Spokane Police Department (SPD) DUI enforcement officers under Project Title DUI Enforcement. In the first quarter (October-December 2017) SPD DUI Enforcement Officers made 106 DUI arrests which is already impacting our target population.

Project Goals
1. Collaborative team approach-Each department participating in this project has committed to providing a team member to support this court. The members are; Judge, Court Coordinator, Prosecutor, Public Defender, Probation Officer, Treatment Representative, Law Enforcement and Program Evaluator.

2. Alcohol and Drug testing-Testing will provide an accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable
results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.

3. Phase structure-Participants will be required to work through five phases in accordance with Adult Drug Court Best Practices.

4. Behavior change-The participants be required to complete all necessary assessments which will include a CARS assessment and an alcohol/drug assessment during pretrial. Treatment will include a cognitive behavioral change approach.

5. Community Supervision-Law Enforcement will play a key role in our Court. Law Enforcement will attend DUI Court staffing, court hearings, curfew checks and random home visits.

Project Strategies:
1. Identifying the repeat DUI offender at 1st appearance. This will be a collaborative approach by the Prosecutor and Defense Attorney's.

2. Defense attorney's will email the DUI Court referral to probation and instruct their client to contact probation to schedule a CARS assessment and complete an alcohol/drug evaluation through a state certified agency.

3. All referrals will be staffed using a collaborative team approach. If accepted, the court will schedule the participant to the next available DUI Court docket for expediency and to avoid unnecessary continuances.

4. Alcohol and Drug testing-Testing will provide an accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.

5. Intensive supervision through probation, court and law enforcement. The participant will be required to meet with probation on a weekly basis and attend court hearings bi-weekly. The participant will also be subject to curfew and random home visits by law enforcement.

6. Complete phase structure which is included in the attached "DUI Court Participant Handbook."

7. Substance abuse, Mental Health treatment and cognitive behavior therapy classes.

8. Incentives and sanctions-The court will use incentives on a 2 to 1 ratio with sanctions as specified in Adult Drug Court Best Practices.

9. Program evaluation-The court will work with an assigned evaluator to complete a thorough evaluation. The court will share it's data and results with Washington Traffic Safety Commission and other jurisdictions to support the Target Zero Plan.

10. Annual team training.

3.1. MILESTONES AND DELIVERABLES

<table>
<thead>
<tr>
<th>Milestone OR Deliverable</th>
<th>Description and completed date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review DUI Court policy</td>
<td>01/14/2019</td>
</tr>
<tr>
<td>and procedures</td>
<td></td>
</tr>
<tr>
<td>Review recidivism</td>
<td>01/14/2019</td>
</tr>
<tr>
<td>Review violations and</td>
<td>01/14/2019</td>
</tr>
<tr>
<td>relapses</td>
<td></td>
</tr>
</tbody>
</table>
3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed $51,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

<table>
<thead>
<tr>
<th>SUMMARY OF COSTS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee salaries and benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Services</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Equipment (listed in the table below)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Goods or other expenses</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$51,000.00</td>
</tr>
</tbody>
</table>

$1,000.00 will be used for participant operating supplies, as needed.
(Note: Project Director will let the WTSC Program Manager know what supplies are meant for purchase to ensure compliance with federal regulations.)

$50,000.00 will be used to support sobriety through random urinalysis testing. If the participant has ability to pay for testing, those grant funds will not be used.
(Note: Project Director will follow local procurement policy for 3rd party contract services.)

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

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

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

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

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

8. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

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

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, must be received by WTSC no later than November 15, 2019. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.
12. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

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

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT’s receipt of WTSC’s written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT’s appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

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

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

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

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

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

17. INDEMNIFICATION
17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC,
its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its
officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-
RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or
agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and
enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or
subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold
harmless the WTSC, its officers, employees, or agents.

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

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

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

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

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

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

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

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

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

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

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-
28. TERMINATION FOR CAUSE
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC’s discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

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

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

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

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

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

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

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

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

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

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

33. DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

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

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

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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.

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

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or
agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

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

34.1. The SUB-RECIPIENT shall:

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

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

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

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

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

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

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

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

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

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

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

37. NONDISCRIMINATION

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

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

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

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

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

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

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

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

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

<table>
<thead>
<tr>
<th>The Contact for the SUB-RECIPIENT is:</th>
<th>The Contact for WTSC is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hans Horstketter</td>
<td>Edica Esqueda</td>
</tr>
<tr>
<td><a href="mailto:hhorstketter@spokanecity.org">hhorstketter@spokanecity.org</a></td>
<td><a href="mailto:eesqueda@wtsc.wa.gov">eesqueda@wtsc.wa.gov</a></td>
</tr>
<tr>
<td>509-622-5804</td>
<td>360-725-9886 ext.</td>
</tr>
</tbody>
</table>

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

Signature

Printed Name

Title
<table>
<thead>
<tr>
<th>Legislation</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervision of Property Crime Offenders</td>
<td>X</td>
</tr>
<tr>
<td>100% Clean Energy Bill</td>
<td>X</td>
</tr>
<tr>
<td><strong>ARCS – Accelerated Rehab and Community Safety</strong></td>
<td>X</td>
</tr>
<tr>
<td>East Central Community Roof Repair - Capital ASK</td>
<td>X</td>
</tr>
<tr>
<td>Parks RCO and WWRP grants - for Bridge projects in Riverfront Park</td>
<td>X</td>
</tr>
<tr>
<td><strong>BLEA Funding for 2019 EWA classes – Capital Ask</strong></td>
<td>X</td>
</tr>
<tr>
<td><strong>Invest in Affordable Housing – (AWC)</strong></td>
<td>X</td>
</tr>
<tr>
<td>Address a failing behavioral health system - AWC</td>
<td>X</td>
</tr>
<tr>
<td>Condominium Development Liability Reform</td>
<td>X</td>
</tr>
<tr>
<td><strong>Creation of Construction Sales Tax Exemption to Incentivize NEW Affordable Multi-Family Housing Developments – joining with the City of Wenatchee and other in support of the same legislation during last year’s short session</strong></td>
<td>X Not clear that City will be lead – state-wide? NEED MORE INFO</td>
</tr>
<tr>
<td>State Wide Housing Security Standards</td>
<td>X (potential Tier 1)</td>
</tr>
<tr>
<td><strong>WA ST Film Incentive Funding for Eastern WA – Capital Ask</strong></td>
<td>X</td>
</tr>
<tr>
<td>Priority</td>
<td>Status</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Increase share of Marijuana Tax to Local Jurisdictions</td>
<td>X</td>
</tr>
<tr>
<td>Small Cell Facilities – retain local authority to site</td>
<td>X (maybe Tier 3)</td>
</tr>
<tr>
<td>Support Economic Development Tools to Encourage Job Creation &amp; Economic Growth - AWC</td>
<td>X</td>
</tr>
<tr>
<td>Keep Public Works Trust Fund in Order - AWC</td>
<td>X</td>
</tr>
<tr>
<td>Fund Systems Approach to Correct Fish-Blocking Culverts - AWC</td>
<td>X</td>
</tr>
<tr>
<td>FINI Grant – (Food Insecurity Nutrition Incentive) supports projects that increase purchase of fruits and vegetables among low-income consumers already participating in the SNAP program (Supplemental Nutrition Assistance Program) by providing incentives at the point of purchase</td>
<td>X</td>
</tr>
<tr>
<td>Capital ASK?</td>
<td>X</td>
</tr>
<tr>
<td>Gun Resale/School Safety/Gun Safety/Safe Storage</td>
<td>X</td>
</tr>
</tbody>
</table>
Briefing Paper
Finance & Administration

Division & Department: Public Works, Engineering Services
Subject: On Call Engineering Consultants
Date: 10-15-18
Author (email & phone): Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor: CM Beggs
Executive Sponsor: Scott Simmons
Committee(s) Impacted: PIES
Type of Agenda item: X Consent □ Discussion □ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)
These contracts support projects in the 6 year comprehensive plan
Strategic Initiative: Innovative Infrastructure
Deadline:
Outcome: (deliverables, delivery duties, milestones to meet) Contract award to various consultants

Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:
• A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and cultural resource consultants. 
• A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
• Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
• Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:
Approved in current year budget? X Yes □ No
Annual/Reoccurring expenditure? □ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? X Yes □ No
Requires change in current operations/policy? □ Yes □ No
Specify changes required:
Known challenges/barriers:
ORDINANCE C-_______

An ordinance relating to the training requirements for individuals providing police and fire dispatch services; adopting new section 03.10.070 to chapter 03.10; adopting new chapter 03.12 to the Spokane Municipal Code.

WHEREAS, more than 60% of emergency calls for response originate within the city of Spokane; and

WHEREAS, Spokane Police Department received 65% of Crime Check Reports in 2017; and

WHEREAS, there are 21 Spokane Police Department Radio Dispatchers; and

WHEREAS, Spokane Police Department Radio Dispatchers send officers on emergency calls while relaying necessary and vital information to ensure the safety of both the officers and citizen(s) involved; and

WHEREAS, Spokane Police Department Radio Dispatchers assist field patrols by obtaining additional information from callers and conducting name, vehicle and warrant checks as requested by officers; and

WHEREAS, Spokane Police Department Radio Dispatchers must have knowledge of the equipment and capabilities of specialized units such as SWAT and TAC; and

WHEREAS, Spokane Police Department Radio Dispatchers must use de-escalation techniques to individuals in crisis and tactical expertise in giving direction to subjects on the phone; and

WHEREAS, Spokane Police Department Radio Dispatchers must be technically sound in all facets of Computer Aided Dispatch systems and Law Enforcement Records Management Systems; and

WHEREAS, the highly technical and professional support Spokane Police Department Radio Dispatchers provide to sworn police officers allow officers to focus their efforts on preventing and reducing crime, building strong community collaboration and improving the quality of life in neighborhoods; and

WHEREAS, there are 21 Spokane Fire Dispatch employees; and

WHEREAS, in 2017, Spokane Fire Dispatch employees answered, triaged and dispatched 65,186 EMS calls for Spokane County, all while meeting the NFPA 1221 standards for dispatching High Priority and Low Priority calls; and

WHEREAS, in 2017, 40,329 emergency calls were made from within Spokane City limits, an increase of 3.2% from 2016; and
WHEREAS, Spokane Fire Dispatch employees each receive at least 1000 hours of initial training; and

WHEREAS, Spokane Fire Dispatch employees are all EMT and EMD certified, making them highly trained and skilled to answer and provide instruction during medical emergencies; and

WHEREAS, Spokane Fire Dispatch employees provide services to 15 fire agencies, including the City of Spokane Fire Department, covering 1800 square miles and interfacing with neighboring county fire jurisdictions; and

WHEREAS, Spokane Fire Dispatch receive ongoing training and education to provide the best services possible to individuals requesting emergency assistance and the field responders providing the response; and

WHEREAS, dispatching for fire service requires training and certifications for dispatch staff to create a highly skilled and professional dispatch unit; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 03.10.070 to chapter 03.10 of the Spokane Municipal Code to read as follows:

Chapter 03.10.070 Spokane Police Radio Dispatch

A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Police Department as first responders who are responsible for interrogating, triaging, providing instruction during emergencies and identifying and directing resources to an incident location to prevent loss of life and property and ensure public safety. Individuals providing dispatch services to the Spokane Police Department conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.

B. Any individual providing dispatch services to Spokane Police Department employees shall at minimum complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol within twelve months of being hired to provide to dispatch services.

Section 2. That there is adopted a new chapter 03.12 of the Spokane Municipal Code to read as follows:

Chapter 03.12 Spokane Fire Dispatch
The City of Spokane recognizes individuals providing dispatch services to the Spokane Fire Department as first responders who are responsible for interrogating, triaging, providing instruction during medical emergencies and identifying and directing an emergency response unit to an incident location to prevent loss of life and property, ensure public safety, and respond to medical emergencies.

Section 3.12.010  Spokane Fire Dispatch Training Requirements

A. Any individual providing dispatch services to Spokane Fire Department employees shall at minimum complete, obtain, and maintain the following certifications within twelve months of being hired to provide dispatch services:

1. Emergency Medical Dispatcher (EMD)
2. Emergency Medical Technician (EMT)
3. Telecommunicator I provided by the Washington State Criminal Justice Training Commission
4. Telecommunicator II provided by the Washington State Criminal Justice Training Commission
5. Introduction to the Incident Command System (ICS 100) provided by the Federal Emergency Management Agency
6. Introduction to the National Incident Management System (IS-700.b) provided by the Federal Emergency Management Agency

B. Individuals providing dispatch services to Spokane Fire Department employees are encouraged to complete the following courses and obtain the following certifications:

1. Telecommunicators Emergency Response Task Force (IS-144) provided by the Federal Emergency Management Agency
2. ICS for Single Resources and Initial Action Incidents (IS-200.B) provided by the Federal Emergency Management Agency
3. Telecommunicators Emergency Response Task Force (TERT) provided by the Washington State Criminal Justice Training Commission

PASSED by the City Council on ________________________________.
ORDINANCE NO __________

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Park and Recreation Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation fund, the following changes be made:

FROM: 1400-30210 Park and Recreation Fund
       76103-59954 Riverfront Admin – Reserve for Total Cost Compensation $10,989

TO: 1400-30210 Park and Recreation Fund
     76103-00093 Park Business Development Manager (from 0 to 1 position) $10,989

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 create an additional Park Business Development Manager position, 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 the City Council __________________________

______________________________________________
Council President

Attest: _______________________________________
City Clerk

Approved as to form: ___________________________
Assistant City Attorney

_________________________                   _____________
Mayor                                      Date

___________________________________________
Effective Date
Briefing Paper
Sustainable Resources Committee

<table>
<thead>
<tr>
<th>Division &amp; Department:</th>
<th>Innovation and Technology Services Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>ComGroup, Inc. Engineering Services in response to RFP #195-18</td>
</tr>
<tr>
<td>Date:</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>Author (email &amp; phone):</td>
<td>Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>, 625-6468</td>
</tr>
</tbody>
</table>

City Council Sponsor: Eric Finch and Michael Sloon
Committee(s) Impacted: Sustainable Resources Committee
Type of Agenda item: 

<table>
<thead>
<tr>
<th>Alignment:</th>
<th>(link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)</th>
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<tbody>
<tr>
<td>ITSD – To provide Engineering Services for the installation of a Diverse Fiber Route. The diverse route is a critical infrastructure resource needed to support the city’s comprehensive Disaster Recovery and Continuity of Operations plan. The diverse route also provides network infrastructure for city Wi-Fi and Smart City initiatives.</td>
<td></td>
</tr>
</tbody>
</table>

Strategic Initiative: Disaster Recovery and Continuous Operations. Public Safety at CCB.
Deadline: March 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet) Engineering services for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).

Background/History: The City of Spokane issued an RFP seeking a firm to provide the City with engineering services for the project of designing and installing a diverse fiber path from the Public Safety Building (PSB) to the Combined Communications Building (CCB).

Executive Summary:
- Requesting $70,448.00 ($64,750.00 + $5,698.00 sales tax) for the initiation of this contract.
- ComGroup, Inc. was the only respondent to RFP#195-18 and selected to assist the City of Spokane by providing engineering services to include detailed design, specifications, procurement, construction administration, and implementation, for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).
- Utilizing budget account # 5310-73100-94000-56305

Budget Impact:
Approved in current year budget? Yes No
Annual/Reoccurring expenditure? Yes No
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? Yes No
Requires change in current operations/policy? Yes No
Known challenges/barriers:
**Briefing Paper**

**Finance & Administration**

<table>
<thead>
<tr>
<th><strong>Division &amp; Department:</strong></th>
<th>City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Training Requirements for individuals providing dispatch services to Spokane Fire Department and Spokane Police Department employees</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>10/15/18</td>
</tr>
<tr>
<td><strong>Contact (email &amp; phone):</strong></td>
<td>Ben Stuckart - <a href="mailto:amcdaniel@spokanecity.org">amcdaniel@spokanecity.org</a> /509-625-6269</td>
</tr>
<tr>
<td><strong>City Council Sponsor:</strong></td>
<td>Ben Stuckart</td>
</tr>
<tr>
<td><strong>Executive Sponsor:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Committee(s) Impacted:</strong></td>
<td>Public Safety; Finance &amp; Administration</td>
</tr>
<tr>
<td><strong>Type of Agenda item:</strong></td>
<td><img src="Consent" alt="Consent" /> <img src="Discussion" alt="Discussion" /> ![Strategic Initiative](Strategic Initiative)</td>
</tr>
<tr>
<td><strong>Alignment:</strong> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)</td>
<td>Safe and Healthy Strategic Initiatives Workplan 2019 (Proposed) Budget</td>
</tr>
<tr>
<td><strong>Strategic Initiative:</strong></td>
<td>Safe &amp; Healthy</td>
</tr>
<tr>
<td><strong>Deadline:</strong></td>
<td>Will file after committee</td>
</tr>
<tr>
<td><strong>Outcome:</strong> (deliverables, delivery duties, milestones to meet)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Background/History:**

The Spokane Police Department has 17 employees providing dispatch services. Spokane Police Department Radio Dispatchers send officers on emergency calls while relaying necessary and vital information to ensure the safety of both the officers and citizen(s) involved. Spokane Police Department Radio Dispatchers assist field patrols by obtaining additional information from callers and conducting name, vehicle and warrant checks as requested by officers. The Spokane Police Department received 65% of all Spokane County Crime Check reports.

The Spokane Fire Department has 21 employees providing dispatch services. Spokane Fire Dispatch employees provide services to 15 fire agencies, including the City of Spokane Fire Department, covering 1800 square miles and interfacing with neighboring county fire jurisdictions Spokane Fire Dispatch employees are all EMT and EMD certified, making them highly trained and skilled to answer and provide instruction during medical emergencies. In 2017, Spokane Fire Dispatch employees answered, triaged and dispatched 65,186 EMS calls for Spokane County, all while meeting the NFPA 1221 standards for dispatching High Priority and Low Priority calls. In 2017, 40,329 emergency calls were made from within Spokane City limits, an increase of 3.2% from 2016.

**Executive Summary:**

This ordinance:

- Requires all individuals providing dispatch services to Spokane Police Department personnel to complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol. Identifies dispatchers as individuals who also conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.

- Requires all individuals providing dispatch services to Spokane Fire Department personnel to complete, obtain, and maintain the following certifications:

  1. Emergency Medical Dispatcher (EMD)
2. Emergency Medical Technician (EMT)
3. Telecommunicator I provided by the Washington State Criminal Justice Training Commission
4. Telecommunicator II provided by the Washington State Criminal Justice Training Commission
5. Introduction to the Incident Command System (ICS 100) provided by the Federal Emergency Management Agency
6. Introduction to the National Incident Management System (IS-700.b) provided by the Federal Emergency Management Agency

- Encourages individuals providing dispatch services to Spokane Fire Department personnel to complete and obtain the following certifications:

  1. Telecommunicators Emergency Response Task Force (IS-144) provided by the Federal Emergency Management Agency
  2. ICS for Single Resources and Initial Action Incidents (IS-200.B) provided by the Federal Emergency Management Agency
  3. Telecommunicators Emergency Response Task Force (TERT) provided by the Washington State Criminal Justice Training Commission

### Budget Impact:

<table>
<thead>
<tr>
<th>TOTAL COST:</th>
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<tbody>
<tr>
<td>Approved in current year budget?</td>
</tr>
<tr>
<td>Annual/Reoccurring expenditure?</td>
</tr>
</tbody>
</table>

If new, specify funding source:

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

### Operations Impact:

| Consistent with current operations/policy? | Yes | No | N/A |
| Requires change in current operations/policy? | Yes | No | N/A |

Specify changes required:

Known challenges/barriers: NONE