

**FINANCE & ADMINISTRATION  
COMMITTEE MEETING AGENDA FOR  
August 17, 2020  
1:15 p.m. –**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on August 17, 2020** as a Webex Meeting, 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 July 20, 2020 Meeting**

**III. Consent Items**

- a) Five Mile Prairie Neighborhood Council Public Art Project Permit and License for Right of Way/CM Mumm

**IV. Discussion Requests**

- a) Restoration of Traffic Calming Funds from SPD - Council 5 min.
- b) Strategic Reserve and Intrafund Transfers Ordinance Changes - Council 10 min.
- c) State Legislative Lobbying Services Agreements Presentation- Erik Poulsen 5 min.
- d) ~~Settlement Request of Overbilled Waste Water Charges - Gorin Morse~~ 5 min.
- e) Renewal of Insurance Coverage Presentation - Mike Ormsby 5 min.
- f) ILA Contract Update and Review - Chief Schaefer/Wes Crago 10 min.
- g) Department CV Presentations - Tonya Wallace 30 min.
- h) Public Safety SIP Refinance Options - Tonya Wallace 5 min.
- i) CV City Costs Update - Tonya Wallace 5 min.
- j) 2020 Cost Containment Update - Tonya Wallace 5 min.
- k) General Fund Reserves (Review) Tonya Wallace

*pulled per Marlene today @ 8/17 10:25*

**V. Standing Topic Discussions:**

- 1. Intrafund Budget Transfer Report and General Fund Update (5 min) Paul Ingiosi
- 2. Monthly General Fund Report (5 min) Paul Ingiosi
- 3. Financial Update (10 min) Paul Ingiosi
- 4. Budget Update - Process (5 min) Paul Ingiosi/Wallace

**VI. Adjournment:**

**Next Finance & Administration meeting will be on Monday, September 21, 2020 at 1:15 p.m.**

**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](mailto: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.*

***“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future” – Alexa Von Tobel***

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**07/20/2020 – DRAFT**

II,

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**Attendance**

Council Member Candace Mumm, Council Member Lori Kinnear, Council President Breean Beggs, Council Member Becky Wilkerson, Council Member Michael Cathcart, Council Member Karen Stratton, Council Member Kate Burke, Tonya Wallace, Paul Ingiosi, Sally Stopher, Tyler Benner, David Stockdill, Jennifer Hammond, Brian Schaeffer, Hannahlee Allers, Jake Hensley, Tim Szambelan, Marlene Feist, Brian McClatchey, Dusty Fredrickson, Kara Odegard, David Paine, Michelle Hughes, Carly Cortright.

Meeting started at 1:15 p.m.

This meeting was conducted through Web Ex

**Approval of Minutes:**

Meeting Minutes for June were approved.

**Agenda Items:**

**1. SIP Loan and SBO for Dental Clinic at ECCC – Michelle Hughes**

Michelle Hughes, Director of Accounting, briefed the Committee regarding this item. Please see attached briefing paper and SBO.

**2. Comcast Franchise Update – Marlene Feist**

Marlene Feist, Public Works & Utilities, briefed the Committee regarding this item. Please see attached briefing paper.

**3. Ecology River Variance – CP Beggs**

Council President Beggs briefed the Committee regarding this item. Please see attached briefing paper.

**4. COVID Cost Update – Sally Stopher/Tyler Benner**

Sally Stopher, Director of Grants, Contracts & Purchasing, briefed the Committee regarding this item. Please see attached presentation.

**5. Public Safety SIP Proposal – Tonya Wallace**

Tonya Wallace, Chief Financial Officer, briefed the Committee regarding this item. Please see attached presentation.

**6. Sales Tax Detail by Sector – Tyler Benner**

Tyler Benner, Internal Auditor, briefed the Committee regarding this item. Please see attached presentation.

**7. 2020 Cost Containment Report – Tonya Wallace**

Tonya Wallace, Chief Financial Officer, briefed the Committee regarding this item. Please see attached presentation.

**8. Quarterly Investment Report**

Jake Hensley, Treasury Manager, briefed the Committee regarding this item. Please see attached report.

**9. General Fund Update – Paul Ingiosi**

Paul Ingiosi, Director of Management & Budget, briefed the Committee regarding this item. Please see attached presentation.

**Consent Items:**

The Committee would like to take the Comcast Update and the SIP Loan for the Dental Clinic at the ECCC off the consent agenda and move it to discussion.

**Adjournment**

The meeting was adjourned at 3:04 p.m.

Prepared by:

Laura Williams

Approved by:

\_\_\_\_\_  
Chair

For further information contact: Laura Williams, 625-6585

## Briefing Paper Finance Committee

III. 2)

<b>Division &amp; Department:</b>	Council Office
<b>Subject:</b>	Five Mile Prairie Neighborhood Council Public Art Project Permit and License for Right of Way encroachment (Five Mile and Strong Road Round-about)
<b>Date:</b>	8/17/2020
<b>Contact (email &amp; phone):</b>	Kandace Watkins kwatkins@spokanecity.org/6718
<b>City Council Sponsor:</b>	Candace Mumm ✓
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Neighborhood Council mission
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Building and enhancing community through exceptional public art by embracing diversity and heritage of the area and reflecting the natural beauty of the surrounding land.
<b>Background/History:</b>	
<ul style="list-style-type: none"> <li>The Five Mile Prairie Neighborhood Council was awarded a Washington State Department of Commerce grant in the amount of \$24,250 for the creation and installation of a public art project to be located at the Five Mile and Strong Road Round-about.</li> </ul>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>This permit and license allows the Five Mile Prairie to accept the award from the state demonstrating site control for the public art project. The Five Mile Prairie Public Art Sub Committee will consult with the Director of Public Works on the final public art project that will be approved for creation and installation.</li> </ul> <p>The completion date for the project is intended to be December 31, 2021.</p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Change to language regarding process and procedure for establishing both a Reserves and Contingency Fund. Known challenges/barriers:	

City of Spokane  
Engineering Services  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

## **REVOCABLE LICENSE AND PERMIT**

This License and Permit, is made by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter "City", and Five Mile Neighborhood Council, a neighborhood council within the meaning of Chapter 4.27 SMC and recognized by the Spokane City Council as such, hereinafter referred to as "Permitee", jointly referred to as "Parties".

WHEREAS, the Washington State Department of Commerce has awarded Permitee a \$24,250 grant for public art to be installed at the Five Mile Roundabout and as a condition of receiving the grant Permitee needs an agreement with the City granting Permitee permission to install and maintain the art in the public right-of-way;

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **REVOCABLE PERMIT**. The City hereby grants to Permitee a Revocable License and Permit to use, occupy, and encroach upon the public right-of-way, as shown specifically in Exhibit "A" attached hereto ("Permit Area"). This License and Permit shall and Permitee's use of the Permit Area shall be non-exclusive. Permitee shall not transfer or assign its interests herein without the City's prior written consent, which consent the City will not withhold unreasonably.

2. **PURPOSE**. Permitee, through its officers, employees, contractors and agents, shall have the right to construct, maintain, remove, and repair the public art which is described on Exhibit "B" hereto, consistent with the terms of this Permit. This Permit does not relieve Permitee from its obligation to secure additional permits and bonds as required by the City prior to any work being performed in the public right-of-way.

3. **FEE**. There is no fee associated with this dedication of art to the public.

4. **CONSTRUCTION OF THE PERMITTED ENCROACHMENT**. Permitee shall construct the improvements in accordance with the plans and

specifications which are attached hereto as Exhibit "B", hereinafter "Permitted Encroachment". The Permitted Encroachment shall be: (1) subject to approval by the City's Director of Public Works and Utilities, or his authorized designee ("Director") and (2) designed, built, and maintained so as to not create a hazard to persons or property or violate any City Ordinance or State law; provided, that the Permitted Encroachments shall in all events meet or exceed the minimum standards of all applicable governmental entities. Permittee shall not erect or place any permanent structures or other obstructions in the Permit Area that materially interfere with the public's use of the right-of-way without the prior written consent of the Director.

5. **MAINTENANCE OF THE PERMITTED ENCROACHMENT.**

(a) Except as otherwise stated herein, Permittee shall restore the Permit Area to the condition in which it was found immediately following any of Permittee's permitted activities hereunder, so that the City and the public shall have the free and unobstructed use of the Permit Area, subject to the rights of Permittee herein provided.

(b) Except as otherwise stated herein, Permittee, upon the initial installation of the Permitted Encroachments, and upon each and every occasion that the same are installed, repaired, maintained, removed and/or replaced, shall restore the Permit Area and the City's surrounding property, if any, and any improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any concrete and/or asphalt, to the extent any damage or disturbance of the Permit Area and the City's surrounding property and improvements was caused by Permittee's installation, repair, maintenance, removal and/or replacement of the Permitted Encroachments.

(c) If, in an emergency, it shall become necessary for the City to promptly make any repairs that otherwise would have been the responsibility of the Permittee as defined or set forth herein, or if the Permittee shall fail to adequately repair or maintain the Permitted Encroachments as provided herein, then the City, at its sole option, may proceed forthwith to have the maintenance and/or repairs made and pay the cost thereof, and to receive reimbursement therefore from the Permittee within thirty (30) days after a written request for same; provided, that in no case shall the City be required to perform such maintenance and/or repairs. In such instance, the City shall provide Permittee with oral notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

6. **HAZARDOUS MATERIALS.** Permittee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas,

or thermal irritant or contaminant, acid, chemicals, or wastes onto Permittee's adjacent property, the Permit Area, or City property adjacent to the Permit Area. For the purposes of this Permit, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". Permittee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Permittee's use of the Permit Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

7. **SIGNAGE**. The Permitted Encroachment shall not have on its exterior any commercial advertising, reader boards or other signs without the prior written approval of the Director. The City shall have the right, without compensatory payment, to attach to the Permitted Encroachment, any signage that is deemed necessary by the City Traffic Engineer for the safe and expeditious flow of vehicle or pedestrian traffic along the right-of-way.

8. **DURATION**. Unless the City revokes this Permit as provided herein, Permittee may use the Permit Area to construct, maintain, and repair the Permitted Encroachment for a period of fifteen (15) years or for so long as Permittee, its successors or assigns, engages in the activity or occupies the property adjacent to the Permit Area in accordance with present and then-existing City land use (zoning) requirements and complies with this Permit.



9. **INSPECTIONS.** The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing construction, maintenance, alteration, and/or repairs of the Permitted Encroachment.

10. **REVOCAION.** If, in sole discretion of the Director, Permittee does not construct, repair, and/or maintain the Permitted Encroachment in accordance with this Permit, or otherwise fails to fulfill any of its obligations under this agreement, City ordinance, or State law, or if the Director otherwise determines, in his or her sole discretion, that Permittee's use of the Permit Area pursuant to this agreement endangers or will endanger the public, the adjoining property or right-of-way, or utilities in the right-of-way, the City may unilaterally revoke this Permit and require Permittee to remove the Permitted Encroachment at Permittee's expense. Further, the City reserves all rights and remedies available at law or in equity. If this Permit is revoked, as provided herein, or through City ordinance, the cost of removal of the Permitted Encroachment shall comprise a lien against Permittee's adjacent property for all costs of removal, including the City's reasonable attorney fees. Permittee shall have the right at any time to remove the Permitted Encroachment from the Permit Area at its own expense. If Permittee elects to remove the Permitted Encroachment from Permit Area, it shall leave the Permit Area and adjacent City land and improvements free and clear of all buildings, structures, or other encroachments. Upon removal of the Permitted Encroachment, as well as all buildings, structures, and encroachments, to the City's satisfaction, Permittee's rights and obligations under this agreement shall cease.

11. **PUBLIC PURPOSE.** In the event the City Council finds that the Permit Area or any part thereof, is needed for public use, including, without limitation, use as public right-of-way, this agreement shall be terminated and declared null and void, and Permittee shall immediately remove therefrom the Permitted Encroachment or any part thereof, within a reasonable period of time, without cost to the City. The City shall be allowed to reoccupy the Permit Area without the payment of compensation or damages to the Permittee, its successors or assigns.

12. **SEVERANCE.** If any portion or provision of this agreement is held invalid by a court, the validity and enforceability of the remainder of this Permit shall not be affected thereby.

13. **NOTICES.** All notices to the City shall be made to:

CITY OF SPOKANE  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

and copies to:

City Attorney

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Notices directed to Permittee shall be made to (or such other individual as Permittee may designate from time to time provided Permittee provides updated contact information to the City):

Craig Busch  
President & Art Committee Chair  
3527 W Horizon  
Spokane WA 99208

14. **TAXES.** Permittee is responsible for and shall pay all real and personal taxes which may be assessed as a result of the rights and privileges granted under this License and Permit, including, without limitation, the Leasehold Excise Tax.

15. **RECORDING.** This License and Permit may be recorded by either party.

16. **HEADINGS.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF SPOKANE

\_\_\_\_\_  
Mayor/City Administrator

Attest:

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

Approved as to form:

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

FIVE MILE NEIGHBORHOOD COUNCIL

By: \_\_\_\_\_  
Craig Busch

Its: President & Art Committee Chair

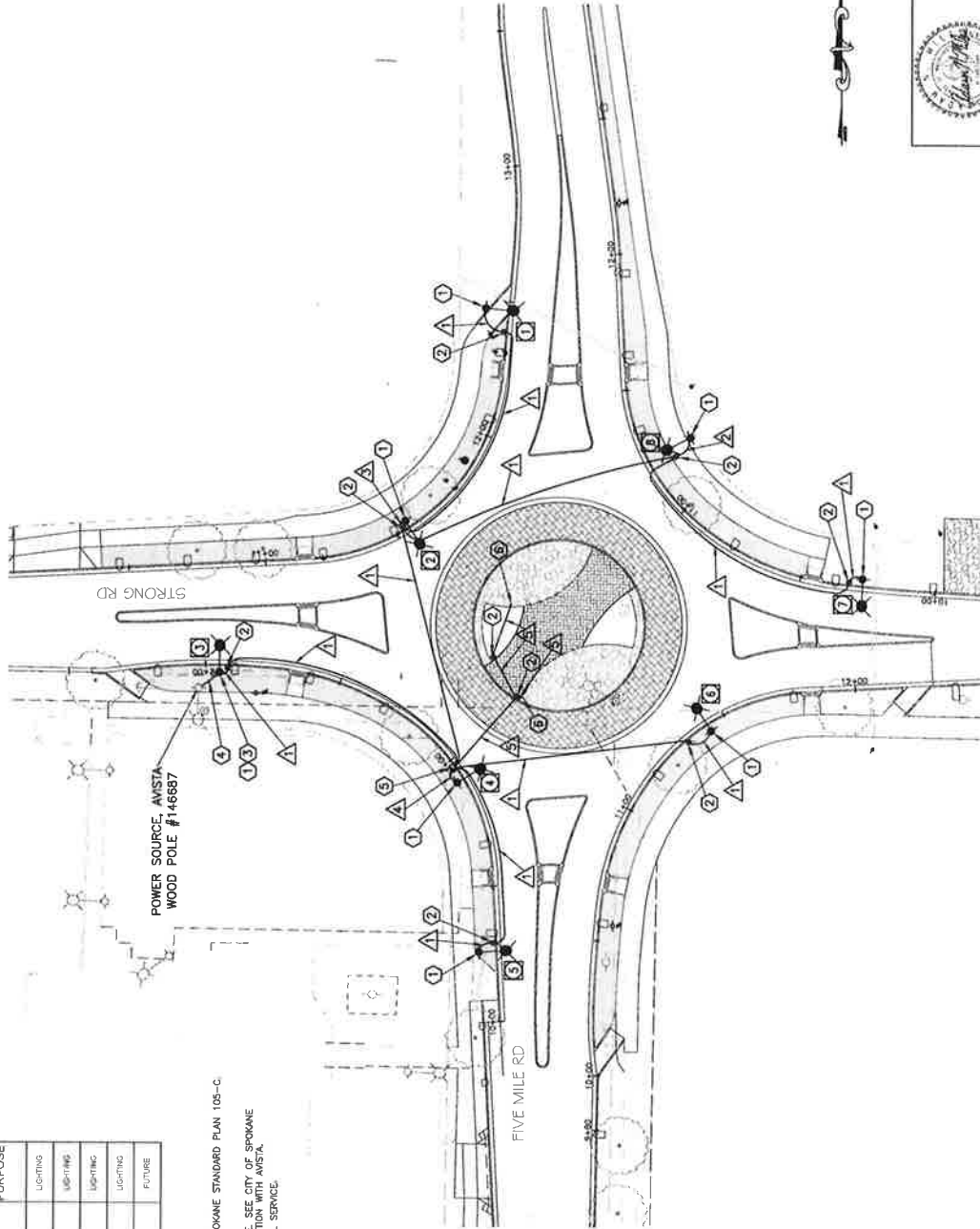
**EXHIBIT "A"**



WIRING NOTES		
SYMBOL	INSTALL WIRING	PURPOSE
▲	INSTALL CONDUIT (SCH 40 PVC)	INSTALL WIRING
▲	2" C (SCH 40 PVC)	2#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	4#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	6#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	6#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	6#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	6#40 THHN, 1#40 THHN/EB GND
▲	2" C (SCH 40 PVC)	6#40 THHN, 1#40 THHN/EB GND

**CONSTRUCTION NOTES**

- ① INSTALL LUMINAIRE POLE AND FOUNDATION SEE CITY OF SPOKANE STANDARD PLAN 105-G
- ② INSTALL TYPE 1 J-BOX WITH GALVANIZED NON SKID LD
- ③ INSTALL AERIAL ELECTRICAL SERVICE ON STREET LIGHT POLE. SEE CITY OF SPOKANE STANDARD PLAN J-110. COORDINATE FINAL POWER CONNECTION WITH AMSTA.
- ④ AMSTA TO PROVIDE OVERHEAD CONNECTION FOR ELECTRICAL SERVICE.
- ⑤ INSTALL TYPE 2 J-BOX WITH GALVANIZED NON SKID LD
- ⑥ INSTALL CONDUIT STUB AND CAP FOR FUTURE WORK



E2  
2 of 2

CONSTRUCTION DRAWING  
SOP & BUTLER

FIVE MILE ROAD

LIGHTING  
FIVE MILE ROAD & STRONG ROAD INTERSECTION  
WILCOX ROAD TO STRONG ROAD

CITY OF SPOKANE, WASHINGTON

PROJECT NO. 15-0556

DATE: 11/15/2015

SCALE: AS SHOWN

DATE: 11/15/2015

PROJECT: LIGHTING

DATE: 11/15/2015

PROJECT: LIGHTING

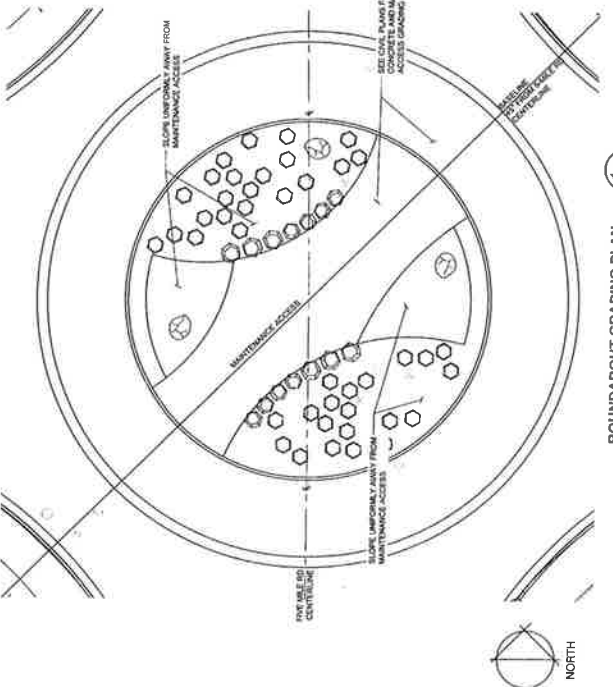
DATE: 11/15/2015

PROJECT: LIGHTING

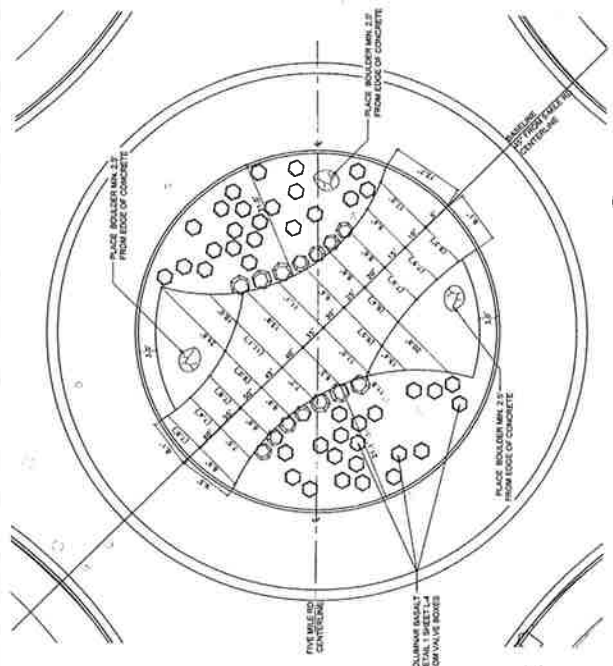
DATE: 11/15/2015

PROJECT: LIGHTING

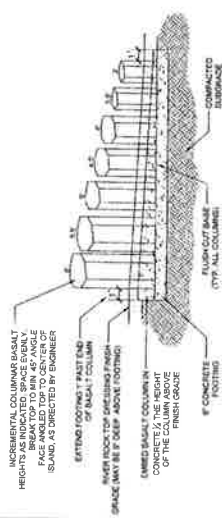
DATE: 11/15/2015



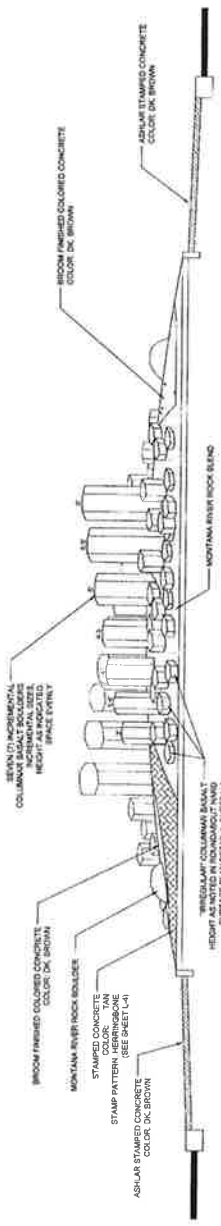
ROUNDABOUT GRADING PLAN (1)  
SCALE: 1" = 10'



ROUNDABOUT DIMENSIONING PLAN (2)  
SCALE: 1" = 10'



INCREMENTAL COLUMNAR BASALT BOULDERS (3)  
NTS



ROUNDABOUT SOUTH ELEVATION (4)  
NTS



REVISED PLAN -  
PLEASE DESTROY PREVIOUS COPIES  
DIVISION DATE: 7/31/19

CITY OF SPOKANE, WASHINGTON DEPARTMENT OF CHANGING SPACES 500 N. SPOKANE FALLS BLVD. SPOKANE, WA 99201-1000 PHONE: (509) 325-1000		CITY OF SPOKANE, WASHINGTON DEPARTMENT OF CHANGING SPACES PROJECT NO.: 2015056 PROJECT DATE: 7/31/19 PROJECT USER: LINCOLN TO STRONG	
PROJECT TITLE: FIVE MILE: LINCOLN TO STRONG ROUNDABOUT DETAILS PROJECT USER: LINCOLN TO STRONG PROJECT NO.: 2015056 PROJECT DATE: 7/31/19		SHEET NO.: 1-9 TOTAL SHEETS: 9 OF 9	
REVISIONS NO. DATE BY DESCRIPTION		GRADE DIMINANCE LIST NO. DATE BY DESCRIPTION	
AS BUILT NO. DATE BY DESCRIPTION		AS BUILT NO. DATE BY DESCRIPTION	
RIGHT OF WAY LINES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY		SCALE: 1" = 10'	
DRAWN: J. STROUT CHECKED: J. STROUT DATE: 7/31/19		DRAWN: J. STROUT CHECKED: J. STROUT DATE: 7/31/19	
PROJECT NO.: 2015056 PROJECT DATE: 7/31/19		PROJECT NO.: 2015056 PROJECT DATE: 7/31/19	
PROJECT USER: LINCOLN TO STRONG		PROJECT USER: LINCOLN TO STRONG	
PROJECT NO.: 2015056		PROJECT NO.: 2015056	
PROJECT DATE: 7/31/19		PROJECT DATE: 7/31/19	
PROJECT USER: LINCOLN TO STRONG		PROJECT USER: LINCOLN TO STRONG	
PROJECT NO.: 2015056		PROJECT NO.: 2015056	
PROJECT DATE: 7/31/19		PROJECT DATE: 7/31/19	
PROJECT USER: LINCOLN TO STRONG		PROJECT USER: LINCOLN TO STRONG	

CALL BEFORE YOU DIG 1-800-424-5555

## Watkins, Kandace

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**From:** Buller, Dan  
**Sent:** Friday, November 08, 2019 8:03 AM  
**To:** Watkins, Kandace; Mumm, Candace  
**Subject:** Follow up on yesterday's afternoon's conversation  
**Attachments:** 38 - 2015056 5MILE LANDSCAPE\_L-4\_7-31-19\_FIVE MILE.pdf; 43 - 2015056 5MILE DETAILS\_L-9\_7-31-19\_FIVE MILE.pdf; 29 - Sealed E-2 LIGHTING.pdf

Kandace/Candace,

Here's some follow up to our conversation yesterday afternoon.

- Yes, we have electrical to the island and on both side of that concrete "path"
- No, we did not install a foundation because we knew neither the size nor the exact position of the art object or objects
- I've sent the drawings so you can forward on to whoever you'd like. These are design drawings which may have changed slightly during construction
- Permitting - while perhaps there should be, because there is so little public art installed in the ROW, there is no catch-all permit process. Instead, there are a couple permits and a couple "bases" to be covered as described below
  - obstruction permit (necessary when you interfere with traffic)
  - electrical permit (if lighting is used for the art piece).
  - while not a formal permit, if we in Engineering were installing this art, we would have a decent sized public input process that would be well documented...whatever is installed is likely to please lots of people and tick off lots of people
  - also, while not a formal permit, the proposed art piece should be reviewed by us here in engineering to make sure there are no more than minimal traffic impacts (you can route that through me)

I think that was all the things I said to research.

Dan

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**From:** Kain, Jeremy <jkain@spokanecity.org>  
**Sent:** Thursday, November 07, 2019 2:57 PM  
**To:** Buller, Dan <dbuller@spokanecity.org>  
**Subject:** 2015056 Five Mile Roundabout Sheets - Landscape & Electrical

Here you go-



Jeremy Kain | City of Spokane | Engineer Tech III Engineering Services  
509.625-6507 | fax 509.625.6822 | [jkain@spokanecity.org](mailto:jkain@spokanecity.org)



## Exhibit "B"

*The public art project will be designed for the site, the Strong and Five Mile Road Round-about, which is accessible and open to the general public and located in the Five Mile Prairie Neighborhood. The City of Spokane did provide for the possibility of a future public art installation at the time of the construction of the round-about.*

The artist for the project will be procured through a competitive process (RFP). The artist will be selected based on the creation of a site-specific concept proposal. The RFP will articulate the elements of design and materials that are sought. The Five Mile Prairie Neighborhood Council will consult with the City of Spokane Director of Public Works on a finalist whose concept proposal meets all City Ordinances and State laws.

The proposal awarded would include an art concept where the materials would require little to no ongoing maintenance due to exposure to elements or other factors of an outside art piece – including vandalism and time (material longevity). Other requirements include a project that doesn't create hazards to the public or property in the right of way, nor place the art project in any way that obstructs the public's use of the right of way.

The artist would then fabricate the public art piece for installation at the site. Presenting mock-ups or drawings of the art concept for review. The design details would include material samples or specification sheets for review and approval. Which would include defining the unique fabrication or construction of the art concept. With review, criteria and acceptance procedures of the art concept prior to final fabrication and installation.

The artist will provide as part of the completed project a conservation report of all the materials and processes used should the piece require maintenance or repair by the five Mile Prairie Neighborhood Council during the permit period.

Briefing Paper  
Finance Cmte  
8/17/2020

City of Spokane  
City Council Office

IV.  
2)

# Memo

**To:** Breean Beggs, Council President / CM Mumm Sponsor Ord ✓  
**Cc:** Candace Mumm, Council Member/Finance Committee Chair / Discussion Item  
Brian McClatchey, Director of Policy & Government Relations  
**From:** Tim Dunivant  
**Date:** 8/11/2020  
**Re:** Traffic Calming Funds – 2019 Transfer to General Fund

Over the past couple of years, City Council has approved two resolutions describing authorized uses of Traffic Calming Funds. On 06/11/18 City Council approved Resolution 2018-0044 which authorized the use of Traffic Calming Funds (school speed zone camera revenue) to fund the salary and benefits for four additional SPD officers dedicated to traffic enforcement, particularly near schools. Resolution 2018-0044 approved reimbursement of up to \$250k in 2018, \$500k in 2019, and \$250k in 2020 for the deployment of police officers for traffic enforcement at and near schools, beyond full-time equivalents of the existing traffic unit. The resolution noted that any transfer of funds shall be on a reimbursement basis for documented hours worked at or near schools conducting traffic enforcement. SPD declined use of the funds based on the requirement to document the hours.

City Council Members met with SPD to negotiate a potential MOU to make it easier to document the requirements to obtain funding from traffic calming. Subsequently, City Council approved Resolution 2019-0102 on 11/18/19. This resolution noted that funding approved in this resolution superseded the allocation described in the 2018 resolution. Resolution 2019-0102 allowed for up to \$500k per year (2019 – 2021) for certified traffic officer patrol shifts which target at least 50% of their shift time within 300 feet of a school, park or designated school or park crossing. It was clearly noted that any transfer of funds shall be on a reimbursement basis for documented shifts worked in such deployments. SPD again rejected this approach but Council Members continued to meet with them in hopes of developing an acceptable MOU, which to date has not yet been reached.

Earlier this year a transfer of 2019 Traffic Calming Funds was processed moving the full \$500k from Traffic Calming to the General Fund (Spokane Police Department). At the time of the transfer there was no documentation to support the transfer. In a memo from Finance, it was noted that SPD does not track detailed shift information specific to traffic enforcement around schools and that the required documentation for the transfer (pursuant to Resolution 2019-0102) does not exist. After the transfer, it was noted in subsequent research that the Traffic Sergeant regularly assigns officers to school zones in the mornings and afternoons and then to Parks zones for up to 2.5 hours per shift. Using this data, Finance came up with a model that indicated that the appropriate transfer of funds should be \$327k instead of the full \$500k.

Earlier this year SPD leadership informed City Council at its Public Safety Committee meeting that there was still no agreement on how this program would work. In addition, there is no time and effort documentation (as required by Resolution 2019-0102) to support any transfer of funds. Lastly, the resolution required that to qualify for reimbursement, at least 50% of an officer's shift time must be

spent performing traffic enforcement in the designated areas . The information we have to date indicates that they are only spending about 25% - 30% of a shift when assigned to traffic enforcement in the designated areas.

Based on the information above, Council President has requested that we prepare an SBO for Council consideration that would restore the \$500k to Traffic Calming. This does not preclude a new transfer of funds to SPD if an agreement is reached in conformance with Resolution 2019-0102 or enactment of a new resolution.

ORDINANCE NO. C- \_\_\_\_\_

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund and Traffic Calming Measures Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

Now, therefore, the City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$ 500,000</u>
TO:	0680-11150	General Fund	
	97130-80101	Transfer to Traffic Calming Measures	<u>\$ 500,000</u>

Section 2. That in the budget of the Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Traffic Calming Measures Fund, the following changes be made:

FROM:	1380-24100	Traffic Calming Measures Fund	
	99999-39710	Transfer from General Fund	<u>\$ 500,000</u>
TO:	1380-24100	Traffic Calming Measures Fund	
	95300-59951	Reserve for Budget Adjustment	<u>\$ 500,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reimburse the Traffic Calming Measures Funds for an unauthorized transfer of Traffic Calming Funds to the Police Department related to 2019, 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  
Finance Cmte  
8/17/2020

City of Spokane  
City Council Office

IV.  
b)

# Memo

**To:** Breean Beggs, Council President *Sponsor*  
**Cc:** Candace Mumm, Council Member/Finance Committee Chair  
Brian McClatchey, Director of Policy & Government Relations *Discussion Item*  
**From:** Tim Dunivant  
**Date:** 8/11/2020  
**Re:** Establish Strategic Reserve through salary and benefit savings

---

This proposal would amend SMC 07.08.010 to add a new General Fund Strategic Reserve Account to go along with the already established Contingency Reserve and Revenue Stabilization Account. The proposed amendment would establish this reserve and set a targeted funding level of 1% of General Fund budgeted expenditures. The Strategic Reserve Account would be funded at the conclusion of each year in which the General Fund has a net positive variance. The portion of the net positive General Fund variance that is attributable to wage and benefit savings would automatically transfer in to the Strategic Reserve Account up to the 1% target. Any additional positive variance for the preceding year would then go toward funding the Revenue Stabilization Account and Contingency Reserves as already outlined in SMC 07.08.010. In addition to this change, there is proposed language that would eliminate non-cash impacts, such as unrealized gains or losses, in calculating the annual positive variance.

In addition to the changes noted above, this proposal includes a change to SMC 07.09.010 which would require City Council approval to transfer budgeted personnel savings to a non-personnel line item. Each year the City Council approves funding in the budget for over 2,000 full-time equivalent positions in the various Funds/Departments. On many occasions these positions go unfilled for several months, or even the entire year. Currently the administration has the authority to transfer salary savings for any other use so long as it remains within the same fund. When these savings are transferred for a purpose other than personnel, there is the potential for funds to be used inconsistent with the budgeted intent. By requiring advance Council approval (via Special Budget Ordinance) for these types of transfers, Council is able to retain the budgetary control afforded them in the City Charter. This change applies to all Funds/Departments of the City except for Library, Parks, or other similar department governed by a separately appointed Board or Commission.

ORDINANCE NO. C- \_\_\_\_\_

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual review and allocation of positive annual variances related to unspent personnel expenses; amending section 07.08.010 of the Spokane Municipal Code.

**WHEREAS**, under the City Charter, the City Council adopts an annual budget stating the authorized expenditures for the City's various funds, including the general fund; and

**WHEREAS**, from time to time, some amounts of money budgeted in the general fund for the hiring of personnel are not expended because no hiring action takes place; and

**WHEREAS**, as a result, the City's general fund is not used most efficiently and effectively, and potentially directed to purposes other than those to which they were appropriated in Council-adopted budget; and

**WHEREAS**, in order to ensure fidelity to the annual budget adopted by the City Council, and to ensure that the public's money is used in the most efficient and effective manner, the City Council intends to ensure that any funds which were appropriated for personnel hiring but which are not spent are to be transferred into a segregated reserve account which is to be re-appropriated as necessary by City Council action.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

**Section 07.08.010 General Fund and Reserve Accounts – Establishment**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account shall be funded as follows.
  1. At the conclusion of each and every fiscal year commencing with year 2018 and every year thereafter, that year's ((unappropriated general fund balance))positive variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, and net of any positive

variance due to salary and benefit savings, shall be automatically transferred into the revenue stabilization account until such time as the revenue stabilization account is funded to the targeted funding level as listed in this section.

2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
3. The targeted funding level within the revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
  - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
    - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
  - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
- 1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and every year thereafter, that year's remaining ~~((unappropriated general fund balance))~~ positive variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, and net of any positive variance due to salary and benefit savings shall be automatically transferred into the contingency reserve account
  - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
  - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

- 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
  - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
  - b. Unforeseen emergency threatening health and/or safety of the citizens; or
  - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or



- d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
  - 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. During such time that both the revenue stabilization and contingency reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- E. The transfers required by SMC 07.08.010(B)(1) and (C)(1) shall be accomplished no later than July 1 of each fiscal year.
- F. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance. The strategic reserve account shall be funded as follows.
- 1. At the conclusion of each and every fiscal year commencing with year 2020 and every year thereafter, 100% of that year's General Fund positive variance from the prior year that resulted from savings resulting from vacant employee positions (both the salary and benefit savings) shall be automatically transferred into the strategic reserve account.
  - 2. Additional funds may be added to the strategic reserve account during the year in accordance with standard special budget ordinance procedures.
  - 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
  - 4. Disbursements from the strategic reserve account may be made for the following purposes.
    - a. To fund strategic programs or initiatives in the areas of housing, environmental protection, or innovation; or
    - b. To fund any project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
  - 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or within the regular annual budget adoption process.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

**Attest:**

**Approved as to form:**

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

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

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Effective Date**

DRAFT

ORDINANCE NO. C- \_\_\_\_\_

An ordinance amending the requirements for the approval of intrafund transfers; amending section 07.09.010 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.010 Permitted When**

A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the city council:

1. The creation or abolishment of employee positions, except for:
  - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
  - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
4. All transfers of budgeted personnel expenses (salaries and/or benefits) to a non-personnel line item (does not apply to Library, Parks, or other similar department governed by a separately appointed Board or Commission).

~~((4.))~~5. Emergencies as specified in state law or City charter.

B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:

1. Changes to the wages, hours and conditions of employment of appointive employees.
2. Adjustments to the salary or compensation of City officers, assistants and employees.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper Finance Committee

IV.  
c)

<b>Division &amp; Department:</b>	Council Office
<b>Subject:</b>	State legislative and lobbying services agreements
<b>Date:</b>	8/17/2020
<b>Contact (email &amp; phone):</b>	Erik Poulsen
<b>City Council Sponsor:</b>	Candace Mumm ✓
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Finance
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Advance City of Spokane’s state legislative priorities as adopted by Council
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	See attached performance metrics from RFP 4251-16
<b>Background/History:</b>	
<ul style="list-style-type: none"> <li>• In November 2016, the City entered into contracts with Luke Esser and Nick Federici for state legislative and lobbying services at the rate of \$2,500 per month, for each contractor. Both contracts were renewed in June 2018 for two years at the same rate of pay. With the current contracts expired as of June 30, the recommendation is to extend each contract until June 30, 2022. The rate of pay for each contractor is adjusted to \$3,500 per month to account for increased responsibilities and workload as well as to make their compensation more competitive with other municipal lobbying contracts based on a recent pay comparison through the Washington State Public Disclosure Commission.</li> <li>• No further extensions can be made to these contracts, a request for proposal (RFP) must be issued to continue state legislative and lobbying services after June 30, 2022.</li> </ul>	
<b>Executive Summary:</b>	
Current contracts for state legislative and lobbying services are amended and extended to June 30, 2022.	
<b>Budget Impact:</b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	



**City of Spokane**

**CONTRACT EXTENSION WITH COST**

Title: STATE LEGISLATIVE AND LOBBYING SERVICES AGREEMENT - LUKE ESSER

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and LUKE ESSER, whose address is 404 158<sup>th</sup> PI SE, Bellevue, WA 98008, as "Lobbyist". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to PROVIDE LEGISLATIVE AND LOBBYING SERVICES TO THE STATE OF WASHINGTON LEGISLATURE AND AGENCIES; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated November 18, 2016 and amended December 6, 2016, May 8, 2017, and June 30, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective July 1, 2020.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:  
  
lobbying services for the City of Spokane to the State of Washington legislature and executive agencies from July 1, 2020 to June 30, 2022.
4. **EXTENSION.** The contract documents are hereby extended and shall run through June 30, 2022.
5. **COMPENSATION.** The City shall pay EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS, (\$84,000.00) for everything furnished and done under this Contract Extension.



<p><b>LUKE ESSER</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p><b>CITY OF SPOKANE:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

<p><b>ATTEST:</b></p> <p>_____</p> <p><b>City Clerk</b></p>	<p><b>APPROVED AS TO FORM:</b></p> <p>_____</p> <p><b>Assistant City Attorney</b></p>
---	---

**Attachments that are part of this Contract Extension:**





**City of Spokane**

**CONTRACT EXTENSION WITH COST**

Title: STATE LEGISLATIVE AND LOBBYING SERVICES AGREEMENT - NICK FEDERICI

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and NICK FEDERICI, whose address is 2714 N. ALDER ST., TACOMA, WASHINGTON, 98407, as "Lobbyist". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Lobbyist agreed to PROVIDE THE CITY OF SPOKANE WITH LEGISLATIVE AND LOBBYING SERVICES WITH THE STATE OF WASHINGTON ON BEHALF OF THE CITY OF SPOKANE; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated November 18, 2016 and amended December 6, 2016, May 8, 2017, and June 30, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective July 1, 2020.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:  
  
lobbying services for the City of Spokane to the State of Washington legislature and executive agencies from July 1, 2020 to June 30, 2022.
4. **EXTENSION.** The contract documents are hereby extended and shall run through June 30, 2022.
5. **COMPENSATION.** The City shall pay EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS, (\$84,000.00) for everything furnished and done under this Contract Extension.

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

<b>ATTEST:</b>	<b>APPROVED AS TO FORM:</b>
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Extension:

**Briefing Paper**  
**City Council Briefing**

IV.  
d)

<b>Division &amp; Department:</b>	Public Works, Utility Billing
<b>Subject:</b>	Settlement Request of Overbilled Waste Water Charges
<b>Date:</b>	August 5, 2020
<b>Author (email &amp; phone):</b>	Corin Morse, Utilities Billing and Collections Manager <a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a> and 625-6855  Raylene Gennett, Director of Waste Water <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> and 638-9983
<b>City Council Sponsor:</b>	CP Beaggs ✓
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	Consent <input checked="" type="checkbox"/> Discussion      Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b>	Release of Claim and Refund Approval
<u>Background/History:</u> This request is for approval of two large refunds due to incorrect billing for the following accounts held by customer, Harlan Douglass, Inc.	
<ul style="list-style-type: none"> <li>• Account #70851 = \$ 50,134.73 (10024 N Colfax Rd.)</li> <li>• Account #70849 = \$107,391.76 (10015 N. Colfax Rd.)</li> </ul>	
<p>The above properties were issued Side Sewer Permits from the City of Spokane dated January, 1995, reflecting a full sewer connection. The City of Spokane began sewer rates at that time. April, 2020, the customer inquired as to why they were being charged by both the City of Spokane and Spokane County. May, 2020, a City Waste Water representative investigated to confirm the properties are in fact connected to Spokane County Sewer, not City of Spokane sewer, and have been since July, 2004. There is no record found of notification to the City from the County of sewer connection.</p>	
<p>Additional information:</p> <ul style="list-style-type: none"> <li>• No prior refunds or credits reflected for this matter on either account.</li> <li>• The charges are for Outside City Multi-family flat rate sewer charges.</li> <li>• Sewer and Water/Waste Water Capital charges have been stopped.</li> <li>• Confirmed the customer pays Spokane County for sewer services on both parcels</li> </ul>	
<p>Director of Waste Water, Raylene Gennett, has recommended a refund back to December, 2017, beyond the one year statute of limitations per SMC: <a href="#">Section 13.01.0318</a>.</p>	
<p>The City of Spokane legal department will provide a Release of Claim Agreement to prevent additional or future claims.</p>	

10024 N COLFAX RD  
Project #/Profile # 94065/ PRIVATE SEWER PINE VILLA APTS

Page: 1  
Permit NO: P9400258

Parcel #36173.1230 CITY OF SPOKANE SIDE SEWER PERMIT

Legal COUNTRY HOMES EST EXC W10FT B150  
Applicant CANNON EXCAVATING Contractor CANNON EXCAVATING  
Sewer COLFAX ST  
ROW 60 Easement 0 Connection FC

Y-Tap: TO MH IN COLFAX RD.  
Enters Prop: EAST OF MH IN COLFAX  
Depth at Prop: 8' Pipe: 6" PVC  
Depth at Bldg: 3' Pipe: 6" PVC  
Cess Pipe Connect: 11'W-11.5'S OF SWC

**COMMENTS:**

\*\*\*6" C.O. - 11'W-11.5'S OF SWC.

I hereby certify that I have inspected this connection and that it conforms to all the requirements governing such work. I further certify that the backfilling has been properly done and that the street is in good condition.

*Ron Sacco*  
Inspector

Date Inspected: 01/12/95

10015 N COLFAX RD  
Project #/Profile # 94065/ PRIVATE SEWER PINE VILLA APTS

Page: 1  
Permit NO: P9300103

Parcel #36173.1165 CITY OF SPOKANE SIDE SEWER PERMIT

Legal COUNTRY HOMES ESTATE BLK 109 EXC E10' & EXC PIN DAF: REG AT  
Applicant CANNON EXCAVATING Contractor CANNON EXCAVATING  
Sewer COLFAX RD  
ROW 50 Easement 0 Connection FC

Y-Tap: TO MH IN COLFAX ON TO PUMP STATION  
Enters Prop: DUE WEST OF MH IN COLFAX  
Depth at Prop: 10' Pipe: 6" PVC  
Enters Bldg: 19' W. OF NEC  
Depth at Bldg: 2' Pipe: 6" PVC

**COMMENTS:**

\*\*\*6" C.O. - 11.5'N-11.5'W OF NEC.

I hereby certify that I have inspected this connection and that it conforms to all the requirements governing such work. I further certify that the backfilling has been properly done and that the street is in good condition.

*Ron Sacco*  
Inspector

Date Inspected: 01/12/95

Executive Summary:

Budget Impact:

Approved in current year budget?  Yes  No  
Annual/Reoccurring expenditure?  Yes  No

If new, specify funding source: Water, Wastewater and Solid Waste  
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  
Specify changes required:

## Briefing Paper Study Session

IV.  
e)

<b>Division &amp; Department:</b>	Risk Management Department
<b>Subject:</b>	Renewal of Insurance Coverage
<b>Date:</b>	August 6, 2020
<b>Author (email &amp; phone):</b>	Mike Ormsby
<b>City Council Sponsor:</b>	Councilwoman Mumm ✓
<b>Executive Sponsor:</b>	Mike Ormsby
<b>Committee(s) Impacted:</b>	Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Continued and Sustainable Operations
<b>Deadline:</b>	August 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Receive City Council approval for City's Insurance Package to be effective September, 2020
<b>Executive Summary:</b> City staff have been working with our insurance underwriters to both review our insurance needs and have in place appropriate insurance policies when our current policies expire on August 31, 2020	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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:

**OFFICE OF THE SPOKANE CITY ATTORNEY**  
**CONFIDENTIAL ATTORNEY / CLIENT COMMUNICATION**  
**LEGAL MEMORANDUM**

**TO:** COUNCILWOMAN CANDACE MUMM, CHAIR OF THE SUSTAINABLE  
RESOURCES COMMITTEE, AND  
MEMBERS, SPOKANE CITY COUNCIL

**FROM:** MICHAEL C. ORMSBY, RISK MANAGER

**SUBJECT:** CYBER LIABILITY AND PROPERTY INSURANCE COVERAGE

**DATE:** AUGUST 17, 2020

**CONFIDENTIALITY NOTICE**

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Members of the City Staff had a telephonic discussion with the City's Insurance Brokers late last week on their recommendations to place insurance for cyber and terrorism issues, as well as property coverage. Unfortunately the premium issues on the properties is in the range of 20%, although we had been told it might be as high as 30%. I am sorry that we are providing this information the day of the meeting, but as you can imagine price points and premiums can fluctuate a great deal. I will be at the Committee meeting today to answer any questions that you might have.

# Willis Towers Watson

City of Spokane

Cyber Liability

	Effective Date	9/1/2019	9/1/2020	9/1/2020	9/1/2020
	Expiration Date	9/1/2020	9/1/2021	9/1/2021	9/1/2021
	Quote Expiration Date	n/a	9/1/2020	9/1/2020	9/1/2020
Coverage	Expiring Program	Option 1	Option 2	Option 3	
<b>General Carrier Information</b>	<b>Annualized Expiring Program</b>	<b>Incumbent Renewal Option</b>	<b>Incumbent Enhanced Renewal Option</b>	<b>Alternative Option 1</b>	
<b>Parent Company</b> Underwriting Company	<b>AIG</b> National Union Fire Insurance Company of Pittsburgh, PA	<b>AIG</b> National Union Fire Insurance Company of Pittsburgh, PA	<b>AIG</b> National Union Fire Insurance Company of Pittsburgh, PA	<b>AIG</b> National Union Fire Insurance Company of Pittsburgh, PA	
<b>AM Best Rating</b>	A p XV, Stable 7/12/2019	A p XV, Stable 7/12/2019	A p XV, Stable 7/12/2019	A p XV, Stable 7/12/2019	
<b>Admitted / Non-Admitted Agency Bill/Direct Bill Commission</b>	Admitted Agency 20.00%	Admitted Agency 20.00%	Admitted Agency 20.00%	Admitted Agency 20.00%	
<b>Premium and Exposures</b>					
<b>Premium</b>	\$34,714.00	\$42,500.00	\$39,000.00	\$35,750.00	
<b>Surplus Lines Tax</b>	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total Program Premium</b>	<b>\$34,714.00</b>	<b>\$42,500.00</b>	<b>\$39,000.00</b>	<b>\$35,750.00</b>	
<b>Δ from Expiring (\$)</b>	n/a	\$7,786	\$4,286	\$1,036	
<b>Δ from Expiring (%)</b>	n/a	22.43%	12.35%	2.98%	
<b>Limits of Liability and Coverage Limits</b>					
<b>Aggregate Limit of Liability</b>	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
<b>3rd Party Insuring Agreements</b>					
Security and Privacy Liability	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Regulatory Actions, Fines/Penalties	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Media Liability	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
PCI Fines/Damages	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
<b>1st Party Reimbursement Agreements</b>					
Notification Costs & Credit Monitoring	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Forensic/Investigative & PR/Legal Costs	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Crisis Management	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Cyber Extortion	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Business Interruption	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Data Restoration	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
System Failure	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Contingent Business Interruption	\$5,000,000 IT Provider/	\$5,000,000 IT Provider/	\$5,000,000 IT Provider/	\$5,000,000 IT Provider/	
Contingent Business System Failure	\$1,000,000 Outsource Provider	\$1,000,000 Outsource Provider	\$1,000,000 Outsource Provider	\$1,000,000 Outsource Provider	
Consequential Reputational Harm	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	
<b>Extensions of Coverage (Including but not limited to)</b>					
First Response (Scheduled Advisors)	\$100,000 (\$0 SIR)	\$25,000 (\$0 SIR)	\$25,000 (\$0 SIR)	\$25,000 (\$0 SIR)	
Funds Transfer Fraud	\$100,000	\$100,000	\$100,000	\$100,000	
Telecommunications Fraud	\$100,000	\$100,000	\$100,000	\$100,000	
Social Engineering	\$100,000	\$100,000	\$100,000	\$100,000	
Criminal Reward Fund	\$50,000	\$50,000	\$50,000	\$50,000	
Bricking Costs	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Voluntary Shutdown	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
<b>Deductible/Self Insured Retention</b>					
Each Incident, claim or loss	\$25,000	\$25,000	\$50,000	\$100,000	
BI Waiting Period	10 Hours	10 Hours	10 Hours	10 Hours	
System Failure Waiting Period	12 Hours	12 Hours	12 Hours	12 Hours	
Rep Harm Waiting Period	14 Days	14 Days	14 Days	14 Days	
<b>Retroactive Date</b>					
Cyber Liability	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	
Media Liability	Full Prior Acts	Full Prior Acts	Full Prior Acts	Full Prior Acts	

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**OFFICE OF THE SPOKANE CITY ATTORNEY**  
**CONFIDENTIAL ATTORNEY / CLIENT COMMUNICATION**  
**LEGAL MEMORANDUM**

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**TO:** COUNCILWOMAN CANDACE MUMM, CHAIR OF THE SUSTAINABLE RESOURCES COMMITTEE, AND MEMBERS, SPOKANE CITY COUNCIL

**FROM:** MICHAEL C. ORMSBY, RISK MANAGER

**SUBJECT:** RENEWAL OF CITY INSURANCE POLICIES

**DATE:** AUGUST 6, 2020

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The insurance policies in place for the City of Spokane will expire on August 31, 2020. With that in mind, a group of us including Sally Stopher, Tonya Wallace, Scott Simmons and others have been working on providing information to our brokers and the underwriters with whom they are working. We have had a series of telephone calls and presentations over the last several weeks. I am attaching a summary a report packet that we received earlier this week. We also have a call scheduled late next week where we will receive a report on the remaining policies that the City needs. Once we have received that Report, I will forward a copy to you for review prior to the Committee Meeting on August 17. Our goal is to be able to present a total package of recommendations at either the August 24th or 31st meetings so that we can bind coverage on the new policies by September 1. If you have any questions, or need any additional information, please do not hesitate to contact me.

## Broker Executive Summary: City of Spokane 9/1/2020

Summing up the trends so far, since January 2019 we have been experiencing pricing "corrections" in virtually all lines of Property and Casualty. Covid-19 will be the largest single catastrophe to impact the P&C industry. The markets are continuing to push technical pricing, scrutinize data and exposures, increase deductibles, as well as restrict coverage terms and sub-limits, we are seeing COVID-19, communicable disease exclusions on renewals. Regarding the Umbrella market both retail and reinsurance markets are experiencing abnormal, negative development within their loss portfolios. This deterioration has given way to large rate increases and reduction in capacity. These changes are impacting both Property & Liability lines for all portfolios regardless of size, loss history, or geographic location.

Despite our initial communications regarding increases in all lines +20% we were able to mitigate those increases and deliver a favorable renewal. We are delivering an over all increase on the casualty lines of 8.96% see below for breakdown.

**Public Entity Liability-** Trident was looking for +20% we were able to keep this increase to 8% increase over expiring.

Contributing factors to increase:

- Water payroll is up considerably. 9/1/2019 figure was \$18,489,922. 9/1/2020 figure is \$26,137,675. While this is up +40% year on year, it's a smaller portion of the overall picture.
- FT employees are down -2.26%
- PT employees are down -51%
- (4) Budget up +3.26% (expiring \$197,869,961 renewal 204,322,035)
- Number of vehicles increase 1,428 vehicles in 2019 vs. 1,498 in 2020, an increase of +4.9%.
- Law Officer count is up +8.49% (expiring 318 vs renewal 345)

**Excess Work Comp:** Midwest kept the commitment of 5.85% rate increase over expiring

They have provided three options, Option I: per expiring with SIR \$1,250,000, Option II: split SIR \$1.5m for police, fire, & volunteer police with all other class codes at \$1.25m, and Option III SIR at \$1.5m for all classes. We previously discussed that the hardening market has the WC line running behind the other commercial lines, but the pressure to raise rates is increasing. Midwest was attempting to moderate this where they could with their long-term partners. The paid loss ratio on this account after 18 years is currently over 56% but, for the claims that are still open and have reserves up this sets the incurred loss ratio much higher for them.

There are two claims one from 2010 that have approached \$1.7M (presumptive claim involving a fire fighter with cancer and another from 2016 multi claim-boiler explosion that has reached \$1.2m. Also, there are some older claims sitting at \$1m and several claims over \$50k that they are watching have doubled recently. There were 14 new claims over \$50k submitted over the last year that they are continuing to watch.

Midwest received 14 new claims over \$50k over the last year. Given we the recent uptick in claims Midwest and the fact that most of the Loss Cost filings have been trickling down which is based on prior years and as we know work comp has a long tail line, so you don't know the full extent of claims until many years down the road. However, due to the relationship they have had with the City, Midwest have agreed to keep the renewal under 5.8%.

**Equipment Floater-** Allianz kept the commitment to a 5% rate increase over expiring, we are seeing +10% rate increases in the market for this line

Contributing Factors Increase:

- Rate: .126 vs expiring .12 (5% increase in rate this is what Allianz is looking for on the renewal)
- Limit: renewal \$29,194,695 vs expiring \$26,966,053 (+8.26% increase over expiring)

**Crime:** Great American had advised an increase of 10%-20%, the renewal has come in around 18% increase over expiring.

Great American is pulling back their limits being offered for Faithful Performances Coverage. I have attached the endorsement which will explain this coverage.

Their thoughts are coverage belongs to the Bond world policies. Faithful Performance of Duty basically expands the coverage for Employee Dishonesty in the Crime policy. As far as claims are concerned it will vary based on the statutory requirement of each specific risk. This is a change this year for Great American, however they did continue to offer the same limit but needed to increase the rates in order to do. There is an option to lower the limit for Faithful Performance of Duty coverage to \$1m however my opinion is the premium savings is not worth reducing the current \$5m limit, especially with claim payouts on the rise. Great American has advised that we can expect this limit to be reduced next year.

**Great American can offer Social Engineering for the following limit options:**

\*\$100K x \$50K for additional 2% of the premium

\*\$250K x \$50K for additional 4% of the premium

**Crime Subjectivity - Please confirm the maximum cash amount exposure at any one location? How is the cash handled at all locations so that it is properly reconciled, accounted for, and transported to their financial institution?**

**Excess Liability:** Allied World \$10m excess of \$10m

Due to the significant disruption in this line of business, we were predicting +30% increase based on current market conditions. We are also seeing reduction of limit, but pricing is staying the same or significant for less coverage. However, we were able to keep the increase to 17.76% and no reduction in limit.

**Marketing Summary**

Copies of the quotes we received are included with the proposal

These quotes expire on September 1, 2020, after which insurers may withdraw or vary them.

<b>Line(s) of Business</b>	<b>Carrier</b>	<b>Response</b>
Excess Liability - Auto GL and EXLI	Trident	Quoted
Workers Compensation	Midwest	Quoted
Equipment Floater	Allianz	Quoted
Crime	Great American	Quoted
Excess Liability \$10M xs \$11.5M	Allied World	Quoted

**Premium and Exposure Comparison**

Coverage	Expiring	Option 1	Change from Expiring	% Change from Expiring	Option 2	Change from Expiring	% Change from Expiring	Option 3	Change from Expiring	% Change from Expiring
<b>Workers Compensation</b>		<b>SIR \$1.25M For all Classes</b>			<b>Split SIR \$1.5M for Police, Fire, &amp; Volunteer police \$1.25M for others</b>			<b>SIR of \$1.5M for all classes</b>		
Parent Company Underwriting Company	WR Berkley Group Midwest Employers Casualty Company	WR Berkley Group Midwest Employers Casualty Company			WR Berkley Group Midwest Employers Casualty Company			WR Berkley Group Midwest Employers Casualty Company		
Total Annual Worker Hours	4,530,135	4,445,145		0.00%	4,445,145		0.00%	4,445,145		0.00%
Experience Modification Factor	1.00	1.00	0.00	0.00%	1.00	0.00	0.00%	1.00	0.00	0.00%
Premium	\$194,343.00	\$201,810.00	\$7,467.00	3.84%	\$185,363.00	-\$6,980.00	-3.59%	\$175,139.00	-\$18,204.00	-9.36%
Policy Minimum Premium	\$174,909	\$181,629	\$6,720.00	3.84%	\$166,826	-\$8,083.00	-4.62%	\$157,625	-\$17,284.00	-9.86%
Total Workers Compensation	\$194,343.00	\$201,810.00	\$7,467.00	3.84%	\$185,363.00	-\$8,980.00	-4.62%	\$175,139.00	-\$19,204.00	-9.86%
<b>Crime</b>		<b>Option 1 Per Expiring</b>			<b>Option 2: Per Expiring except; \$1m Limit Faithful Performance of Duty Coverage with a \$60k Deductible</b>					
Parent Company	Great American Insurance Group	Great American Insurance Group			Great American Insurance Group					
Underwriting Company	Great American Insurance Company	Great American Insurance Company			Great American Insurance Company					
Exposure - Employee Count	2,723	2,424	-299.00	-10.99%	2,424	-299.00	-10.98%			
Premium	\$18,097.00	\$21,407.00	\$3,310.00	18.29%	\$18,097.00	\$0.00	0.00%			
Total Crime Premium	\$18,097.00	\$21,407.00	\$3,310.00	18.29%	\$18,097.00	\$0.00	0.00%	\$21,407.00	\$3,310.00	18.29%
<b>Equipment Floater</b>		<b>Option 1</b>								
Parent Company Underwriting Company	Allianz Group AGCS Marine Insurance Company	Allianz Group AGCS Marine Insurance Company								
Exposure Premium	\$27,078,825	\$29,194,695	\$2,114,770	7.81%						
Terrism (including applicable taxes and Not Included)	\$32,496.00	\$36,926.00	\$4,430.00	13.63%						
Total Equipment Floater Premium	\$32,496.00	\$36,926.00	\$4,430.00	13.63%				\$36,926.00	\$4,430.00	13.63%

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**Premium and Exposure Comparison**

Coverage	Expiring	Option 1	Change from Expiring	% Change from Expiring	Option 2	Change from Expiring	% Change from Expiring	Option 3	Change from Expiring	% Change from Expiring
<b>Excess Liability - Auto, GL and EXLI</b>										
Parent Company	Argo Group Insurance Company	Option 1 Argo Group Insurance Company								
Underwriting Company	Argonaut Insurance Company	Argonaut Insurance Company								
Exposure	2787	2,424	-373	-13.34%						
Employee Count	220100	220100								
Population	\$467,953.00	\$505,360.00	\$37,407.00	7.99%						
Premium	\$7,556.00	\$8,310	\$754.00	9.98%						
Terrorism (including applicable taxes and Policy Writing Minimum Premium	\$1,000	\$1,000								
Total Excess Liability - Auto, GL and EXLI Premium	\$475,509.00	\$513,670.00	\$38,161.00	8.03%	\$513,670.00	\$38,161.00	8.03%	\$513,670.00	\$38,161.00	8.03%
<b>Excess Liability \$10M xs \$11.5M</b>										
Parent Company	Allied World Assurance Company	Option 1 Allied World Assurance Company								
Underwriting Company	Allied World Assurance Company	Allied World National Assurance Company								
Premium	\$126,166.00	\$148,580.00	\$22,414.00	17.77%						
Terrorism (including applicable taxes and Minimum Earned Premium	\$1,361.00	\$1,525.00	\$174.00	12.88%						
	\$33,700	\$44,574	\$10,874.00	32.27%						
Total Excess Liability \$10M xs \$11.5M Premium	\$127,527.00	\$150,105.00	\$22,588.00	17.71%	\$150,105.00	\$22,588.00	17.71%	\$150,105.00	\$22,588.00	17.71%
Total Program Premiums	\$807,962.00	\$923,918.00	\$75,956.00	9.36%	\$904,161.00	\$56,199.00	6.53%	\$997,247.00	\$49,285.00	5.31%

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**Excess Liability - Auto, GL and EXLI**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
Coverage	Expiring		Option 1
<b>General Carrier Information</b>			<b>Option 1</b>
Parent Company	Argo Group		Argo Group
Underwriting Company	Argonaut Insurance Company		Argonaut Insurance Company
AM Best Rating & Date	A g XIII & Sep 20, 2017		A- g XIV Negative Feb 26, 2020
Intermediary (if applicable)	Trident Public Risk Solutions		Trident Public Risk Solutions
Admitted / Non-Admitted	Admitted		Admitted
Agency Bill/Direct Bill	Agency Bill		Agency Bill
Payment Plans	Annual		Annual
Commission	0.00%		0.00%
<b>Premium and Exposures</b>			
Exposure			
Employee Count		2797	2424
Population		220100	220100
Premium		\$467,953.00	\$505,360.00
Terrorism (including applicable taxes and fees)		\$7,556.00	\$8,310
Policy Writing Minimum Premium		\$1,000	\$1,000
<b>Total Excess Liability - Auto, GL and EXLI Premium</b>		\$475,509.00	\$513,670.00
<b>Limits of Insurance</b>			
<b>General Liability</b>			
Each Occurrence Limit	\$10,000,000		\$10,000,000
Personal & Advertising Injury Limit	\$10,000,000		\$10,000,000
General Aggregate Limit	\$20,000,000		\$20,000,000
Product/Completed Operations Limit	\$10,000,000 Occ/\$20,000,000 Agg		\$10,000,000 Occ/\$20,000,000 Agg
<b>Law Enforcement Liability</b>			
Each "Law Enforcement Wrongful Act" Limit	\$10,000,000		\$10,000,000
Annual Aggregate Limit	\$20,000,000		\$20,000,000
<b>Public Officials Liability</b>			
Each "Public Officials Wrongful Acts" Limit	\$10,000,000		\$10,000,000
Annual Aggregate Limit	\$20,000,000		\$20,000,000
<b>Employment Practices Liability Retained</b>			
Each "Employment Practices Wrongful Act" Limit	\$10,000,000		\$10,000,000
Annual Aggregate Limit	\$20,000,000		\$20,000,000
Business Auto Liability	\$10,000,000		\$10,000,000
Business Auto Liability SIR	\$1,500,000		\$1,500,000
Reimbursement of Defense Costs	50% Subject to Maximum of \$250,000		50% Subject to Maximum of \$250,000
<b>Deductibles</b>			
General Liability & EBL Retained Limit	\$1,250,000		\$1,250,000
Retained Limit - Each "Wrongful Act"			
Public Officials Liability	\$1,250,000		\$1,250,000
Law Enforcement, Employment Practice Liability, and Automobile	\$1,500,000		\$1,500,000

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**Excess Liability - Auto, GL and EXLI**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
Coverage	Expiring		Option 1
<b>Forms and Endorsements (including but not limited to)</b>			
<b>TPRS Package</b>			
Schedule of Forms and Endorsements	Included		Included
Reporting Claims to Trident	Included		Included
OFAC - U S Treasury Department Office of Foreign Assets Control	Included		Included
Public Risk: Two or More Coverage Parts or Coverage Forms	Included		Included
Supplementary Payments	Included		Included
Washington Common Policy Conditions	Included		Included
Other Insurance	Included		Included
Retained Limit	Included		Included
<b>TPRS General Liability</b>			
Public Risk General Liability Retained Limit Coverage Form – Limited Reporting - Loss	Included		Included
Adjustment Expenses Included within the Retention and Inside the Limits of Insurance			
Water Plus 360 Endorsement - Water Operations Coverage Enhancement - General Liability	Included		Included
Enhancement - General Liability	Included		Included
Supplementary Payments	Included		Included
Waiver of Transfer of Rights of Recovery Against Others to Us Primary and Non - Contributory	Included		Included
<b>TPRS Employment Practices Liability</b>			
Employment Practices Liability Retained Limit Occurrence Coverage Form – Limited Reporting - Loss Adjustment Expenses Included within Retention and Inside the Limits of Insurance	Included		Included
Provision for Reimbursement of Defense Costs	Included		Included
<b>TPRS Law Enforcement Liability</b>			
Law Enforcement Liability Retained Limit Coverage Form – Limited Reporting Occurrence Coverage Loss Adjustment Expenses Included within Retention, and Inside the Limits of Insurance	Included		Included
<b>TPRS Auto Liability</b>			
Schedule of Automobiles	Included		Included
Public Risk Business Auto Liability Retained Limit Coverage Form – Limited Reporting - Loss Adjustment Expense Included within the Retention, and Inside the Limits of Insurance	Included		Included
Supplementary Payments	Included		Included
Retained Limit	Included		Included
<b>Exclusions (including but not limited to)</b>			
Lead Exclusion	CL0620WA - 03/15		CL0620WA - 03/15
Electromagnetic Radiation Exclusion	AG-IL-RL E-004 - 06/18		AG-IL-RL E-004 - 06/18
Asbestos Exclusion	AG-IL-RL E-006 - 03/18		AG-IL-RL E-006 - 03/18
Silica or Silica - Related Dust Exclusion	AG-IL-RL E-007 - 06/18		AG-IL-RL E-007 - 06/18
Nuclear Energy Liability Exclusion	AG-IL-RL E-010 - 06/18		AG-IL-RL E-010 - 06/18
Fungi or Bacteria Exclusion	AG-IL-RL E-012 - 06/18		AG-IL-RL E-012 - 06/18

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**Excess Liability - Auto, GL and EXLI**

	<b>Effective Date</b>	<b>09/01/2019</b>	<b>09/01/2020</b>
	<b>Expiration Date</b>	<b>09/01/2020</b>	<b>09/01/2021</b>
	<b>Quote Expiration Date</b>		<b>09/01/2020</b>
<b>Coverage</b>		<b>Expiring</b>	<b>Option 1</b>
Contamination and Disease Exclusion		AG-IL-RL E-016 - 06/18	AG-IL-RL E-016 - 06/18
Pathogenic or Poisonous Biological or Chemical Materials Exclusion		AG-IL-RL E-017 - 06/18	AG-IL-RL E-017 - 06/18
Nuclear Hazard Exclusion		AG-IL-RL E-018 - 06/18	AG-IL-RL E-018 - 06/18
Exclusion of Certified Acts of Terrorism		AG-IL RL E-026 - 01/18	AG-IL RL E-026 - 01/18
Subsidence and Earth Movement Exclusion		AG-IL RL E-026 - 01/18	AG-IL RL E-026 - 01/18
Exclusion - Derivative Investment		AG-PO-RL E-302 - 06/18	AG-PO-RL E-302 - 06/18
Exclusion - Financial Loss		AG-PO-RL E-303 - 06/18	AG-PO-RL E-303 - 06/18
Exclusion - Unmanned Aircraft		CG2109CW-0417	CG2109CW-0417
Exclusion - Access or Disclosure of Confidential or Personal Information and Cyber Injury		RLE146-1018	RLE146-1018
Exclusion - Securities, Bonds, Debentures		AG-PO-RL E-306 - 06/18	AG-PO-RL E-306 - 06/18

**Workers Compensation**

	Effective Date Expiration Date Quote Expiration Date	09/01/2019 09/01/2020	09/01/2020 09/01/2021 09/01/2020	09/01/2020 09/01/2021 09/01/2020	09/01/2020 09/01/2021 09/01/2020
Coverage	Expiring	Option 1	Option 2	Option 3	
<b>General Carrier Information</b>					
Parent Company	WR Berkley Group	WR Berkley Group	WR Berkley Group	WR Berkley Group	
Underwriting Company	Midwest Employers Casualty Company	Midwest Employers Casualty Company	Midwest Employers Casualty Company	Midwest Employers Casualty Company	
AM Best Rating & Date	A+ r XV & May 24, 2018	A+ r XV Stable May 19, 2020	A+ r XV Stable May 19, 2020	A+ r XV Stable May 19, 2020	
Admitted / Non-Admitted	Admitted	Admitted	Admitted	Admitted	
Agency Bill/Direct Bill	Agency Bill	Agency Bill	Agency Bill	Agency Bill	
Payment Plans	Annual	Annual	Annual	Annual	
Commission	0.00%	0.00%	0.00%	0.00%	
<b>Premium and Exposures</b>					
Total Annual Worker Hours	4,530,136	4,445,145	4,445,145	4,445,145	
Experience Modification Factor	1.00	1.00	1.00	1.00	
Premium	\$194,343.00	\$201,810.00	\$185,363.00	\$175,139.00	
Rate per Worker Hour	0.0429	0.0454	0.0417	0.0394	
Policy Minimum Premium	\$174,909	\$181,629	\$166,826	\$157,625	
Total Workers Compensation Premium	\$194,343.00	\$201,810.00	\$185,363.00	\$175,139.00	
<b>Coverage B - Employers Liability</b>					
Bodily Injury by Accident - Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Bodily Injury by Disease - Each Employee	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
<b>Deductible/Self Insured Retention</b>					
Each Accident	\$1,250,000	\$1,250,000	\$1,250,000	\$1,500,000	
Each Employee for Disease	\$1,250,000	\$1,250,000	\$1,250,000	\$1,500,000	
Class Code: 6904, 6905, and 6906	N/A	N/A	N/A	N/A	
Group Transportation Vehicle (Per Employee)	\$1,250,000	\$1,250,000	\$1,250,000	\$1,500,000	
<b>Forms and Endorsements (including but not limited to)</b>					
Amendment to Schedule Item 11	Included	Included	Included	Included	
Group Transportation Endorsement	Included	Included	Included	Included	
Foreign Endorsement	Included	Included	Included	Included	
Authorized Volunteers Endorsement	Included	Included	Included	Included	
Voluntary Compensation Endorsement	Included	Included	Included	Included	
Alternate Employer Endorsement	Included	Included	Included	Included	
Waiver of Subrogation by Written Contract	Included	Included	Included	Included	
Surcharge Endorsement					
Endemic Disease and Repatriation Endorsement	Included	Included	Included	Included	
Jones Act Endorsement	Included	Included	Included	Included	
Limited Longshore and Harbor Workers' Compensation Act Endorsement	Included	Included	Included	Included	
Washington Endorsement	Included		Included	Included	
<b>Exclusions (including but not limited to)</b>					
Aircraft Exclusion Endorsement	CMB-100	CMB-100	CMB-100	CMB-100	

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**Equipment Floater**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
Coverage	Expiring	Option 1	
<b>General Carrier Information</b>			<b>Option 1</b>
Parent Company	Allianz Group	Allianz Group	
Underwriting Company	AGCS Marine Insurance Company	AGCS Marine Insurance Company	
AM Best Rating & Date	A+ g XV & Aug 03, 2017	A+ g XV Stable Sep 05, 2019	
Admitted / Non-Admitted	Admitted	Admitted	
Agency Bill/Direct Bill	Agency Bill	Agency Bill	
Payment Plans	Annual	Annual	
Commission	0.00%	0.00%	
<b>Premium and Exposures</b>			
Exposure	\$27,079,925	\$29,194,695	
Premium	\$32,496.00	\$36,926.00	
Terrorism (including applicable taxes and fees)	Not Included	\$1,108	
Total Equipment Floater Premium	\$32,496.00	\$36,926.00	
<b>Limits of Insurance</b>			
Catastrophe Limit	\$26,966,053	\$29,194,695	
Contractors Equipment- As per Schedule on File dated June 19,	\$113,872	\$111,812	
<b>Deductibles</b>			
Auxiliary Apparatus	\$5,000	\$5,000	
Vehicles	\$5% subject to \$10,000 minimum and \$50,000 maximum based on the highest valued vehicle	\$5% subject to \$10,000 minimum and \$50,000 maximum based on the highest valued vehicle	
<b>Extensions of Coverage (including but not limited to)</b>			
<b>Coverage Extensions (Property Coverage Part)</b>			
Consequential Loss	Subject to Applicable Covered Property Limit	Subject to Applicable Covered Property Limit	
Debris Removal, Additional Expense	\$50,000	\$50,000	
Emergency Removal	365	365	
Emergency Removal Expense	\$5,000	\$5,000	
Fraud and Deceit	\$5,000	\$5,000	
Damage From Theft	Subject to Applicable Covered Property Limit	Subject to Applicable Covered Property Limit	
Off Premises Utility Service Interruption - Limit	\$50,000	\$50,000	
<b>Coverage Extensions (Income Coverage Part)</b>			
Interruption By Civil Auth	30 Days	30 Days	
Period of Loss Extension	90 Days	90 Days	
<b>Supplemental Coverages (Property Coverage Part)</b>			
Brands or Labels Expense	\$50,000	\$50,000	
Expediting Expenses	\$50,000	\$50,000	
Fire Department Service Charges	\$25,000	\$25,000	
Inventory and Appraisal Expense	\$50,000	\$50,000	
Ordinance or Law (Undamaged Parts of a Building)	Subject to Applicable Covered Property Limit	Subject to Applicable Covered Property Limit	
Ordinance or Law (Increased Cost to Repair/Cost to Demolish and Clear Site)	\$100,000	\$100,000	
Personal Effects	\$15,000	\$15,000	
Pollutant Cleanup And Removal	\$50,000	\$50,000	
Recharge of Fire Extinguishing Equipment	\$50,000	\$50,000	
Rewards	\$10,000	\$10,000	
Sewer Backup and Water Below the Surface	\$25,000	\$25,000	

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**Equipment Floater**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
Coverage		Expiring	Option 1
Trees, Shrubs, and Plants		\$50,000	\$50,000
Underground Pipes, Pilings, Bridges, and Roadways		\$250,000	\$250,000
<b>Supplemental Marine Coverages (Income Coverage Part)</b>			
Computer Virus and Hacking - Limit any one occurrence		\$25,000	\$25,000
Computer Virus and Hacking - Limit any 12 month period		\$75,000	\$75,000
Computer Virus and Hacking - Waiting Period (In Hour)		12	12
Dependent Locations		\$100,000	\$100,000
Off Premises Utility Service Interruption - Limit		\$10,000	\$10,000
Off Premises Utility Service Interruption - Waiting Period (In Hour)		12	12
Contract Penalty - Limit any one occurrence		\$25,000	\$25,000
Contract Penalty - Limit any 12 month period		\$100,000	\$100,000
Pollutants Cleanup and Removal		\$25,000	\$25,000
Property In Transit, On Exhibition, or Custody of Sales Representatives		\$10,000	\$10,000
<b>Supplemental Marine Coverages (Property Coverage Part)</b>			
Accounts Receivable		\$50,000	\$50,000
Electrical or Magnetic Disturbance of Computers		Subject to Applicable Covered Property Limit	Subject to Applicable Covered Property Limit
Power Supply Disturbance of Computers		Subject to Applicable Covered Property Limit	Subject to Applicable Covered Property Limit
Virus and Hacking Coverage - Limit any one occurrence		\$25,000	\$25,000
Virus and Hacking Coverage - Limit any 12 month period		\$50,000	\$50,000
Virus and Hacking Coverage - Fine Arts		\$100,000	\$100,000
Virus and Hacking Coverage - Off Premises Computers		\$25,000	\$25,000
Virus and Hacking Coverage - Property On Exhibition		\$50,000	\$50,000
Virus and Hacking Coverage - Property In Transit		\$50,000	\$50,000
Sales Representative Samples		\$50,000	\$50,000
Software Storage		\$50,000	\$50,000
Valuable Papers		\$100,000	\$100,000
<b>Additional Property Subject to Limitation (Property Coverage Part)</b>			
Furs (theft)		\$10,000	\$10,000
Jewelry (theft)		\$10,000	\$10,000
Stamps, Tickets, Letters of Credit		\$5,000	\$5,000
<b>Coverage Options (Property Coverage Part)</b>			
Actual Cash Value, Automatic Increase, Scheduled Locations		Applicable	Applicable
Newly Built or Acquired Buildings		\$500,000	\$500,000
Personal Property - Acquired Locations		\$250,000	\$250,000
Locations "You" Elect Not To Describe		\$50,000	\$50,000
Coinsurance		90.00%	90.00%
<b>Forms and Endorsements (including but not limited to)</b>			
Commercial Output Program Property Coverage Part		Included	Included
Schedule of Coverages Commercial Output Program		Included	Included
Location Schedule		Included	Included
Additional Definitions Endorsement		Included	Included
Vehicle Schedule		Included	Included
Vehicle Coverage Endorsement - Washington		Included	Included
Scheduled Locations Endorsement		Included	Included
Loss Payable Schedule - Washington		Included	Included
Contractor's Equipment Coverage Form		Included	Included
Registered Equipment Waiver of Deductible Endorsement		Included	Included
Limited Fungus and Related Perils Schedule - Location Limit		Included	Included
Limited Fungus and Related Perils Coverage		Included	Included
Amendatory Endorsement - Washington		Included	Included
Income Coverage Extension		Excluded	Excluded
<b>Exclusions (including but not limited to)</b>			
Fungi Limitation Endorsement		Excluded	Excluded
Electronic Data Exclusion Endorsement		N/A	Excluded

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**Crime**

	Effective Date	09/01/2019	09/01/2020	09/01/2020
	Expiration Date	09/01/2020	09/01/2021	09/01/2021
	Quote Expiration Date		09/01/2020	09/01/2020
Coverage	Expiring		Option 1	Option 2
<b>General Carrier Information</b>			<b>Option 1 Per Expiring</b>	<b>Option 2: Per Expiring except; \$1m Limit</b>
Parent Company	Great American Insurance Group		Great American Insurance Group	Great American Insurance Group
Underwriting Company	Great American Insurance Company		Great American Insurance Company	Great American Insurance Company
AM Best Rating & Date	A+ XIV & Aug 11, 2017		A+ XV Stable Sep 11, 2019	A+ XV Stable Sep 11, 2019
Admitted / Non-Admitted	Admitted		Admitted	
Agency Bill/Direct Bill	Agency Bill		Agency Bill	
Payment Plans	Annual		Annual	Annual
Commission	0.00%		0.00%	0.00%
<b>Premium and Exposures</b>				
Exposure - Employee Count	2723		2424	2424
Premium	\$18,097.00		\$21,407.00	\$18,097.00
Total Crime Premium	\$18,097.00		\$21,407.00	\$18,097.00
<b>Limits of Liability and Coverage Limits</b>				
Coverage Form	Discovery		Discovery	Discovery
Employee Theft	\$5,000,000		\$5,000,000	\$5,000,000
Theft of money and securities - Inside	\$5,000,000		\$5,000,000	\$5,000,000
Money and Securities - Outside	\$5,000,000		\$5,000,000	\$5,000,000
Forgery or Alteration	\$5,000,000		\$5,000,000	\$5,000,000
Computer Fraud	\$5,000,000		\$5,000,000	\$5,000,000
Funds Transfer Fraud	\$5,000,000		\$5,000,000	\$5,000,000
Faithful Performance of Duty	\$5,000,000		\$5,000,000	\$1,000,000
Money orders and counterfeit paper currency	\$5,000,000		\$5,000,000	\$5,000,000
Funds Transfer Fraud	\$50,000		\$50,000	\$50,000
<b>Deductible/Self Insured Retention</b>				
Employee Theft	\$50,000		\$50,000	\$50,000
Theft of money and securities - Inside	\$50,000		\$50,000	\$50,000
Money and Securities - Outside	\$50,000		\$50,000	\$50,000
Forgery or Alteration	\$50,000		\$50,000	\$50,000
Computer Fraud	\$50,000		\$50,000	\$50,000
Funds Transfer Fraud	\$50,000		\$50,000	\$50,000
Faithful Performance of Duty	\$50,000		\$50,000	\$50,000
Money orders and counterfeit paper currency	\$50,000		\$50,000	\$50,000
<b>Forms and Endorsements (including but not limited to)</b>				
Crime Protection Policy for Public Entities	Included		Included	Included
Include Coverage for Funds Transfer Fraud	Included		Included	Included
Include the Chair and Members of Specified Committees As Employees	Included		Included	Included

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**Willis Towers Watson** **1.1.1.1**  
**City of Spokane**

**Crime**

	<b>Effective Date</b>	<b>09/01/2019</b>	<b>09/01/2020</b>	<b>09/01/2020</b>
	<b>Expiration Date</b>	<b>09/01/2020</b>	<b>09/01/2021</b>	<b>09/01/2021</b>
	<b>Quote Expiration Date</b>		<b>09/01/2020</b>	<b>09/01/2020</b>
<b>Coverage</b>	<b>Expiring</b>		<b>Option 1</b>	<b>Option 2</b>
<b>Amend Territorial Limits</b>	Included		Included	Included
<b>BusinessPRO General Endorsement</b>	Included		Included	Included
<b>BusinessPRO General Endorsement - Welfare and Pension Plans</b>	Included		Included	Included
<b>BusinessPRO General Endorsement - Endorsement No. 8</b>	Included		Included	Included
<b>Revision to Discovery of Loss</b>	Included		Included	Included
<b>Named Insured Amendment Endorsement</b>	Included		Included	Included
<b>Premium Endorsement</b>	Included		Included	Included
<b>Add Faithful Performance of Duty</b>	Included		Included	Included
<b>Economic and Trade Sanctions Clause</b>	Included		Included	Included
<b>In Witness Clause</b>	Included		Included	Included
<b>Include Employee Dishonesty Excess Over A Statutory Bond Requirement</b>	Included		Included	Included
<b>Welfare and Pension Plans</b>	Included		Included	Included
<b>End. 1 The following boards, commissions and committees are covered under this policy and including boards, commissions, councils, authorities and agencies of the city as authorized by or newly created:</b>	Included		Included	Included
<b>Amend Confidential Information and Data Breach Costs Exclusions</b>	Included		Included	Included
<b>Washington Changes</b>	Included		Included	Included
<b>Exclusions (including but not limited to)</b>				
<b>Exclude Trading Loss</b>		<b>SE0019 - 03/00</b>	<b>SE0019 - 03/00</b>	<b>SE0019 - 03/00</b>
<b>Amend Confidential Information and Data Breach Costs Exclusions</b>		<b>SE0161 - 07/13</b>	<b>SE0161 - 07/13</b>	<b>SE0161 - 07/13</b>
<b>Virtual or On-Line Peer to Peer Mediums of Exchange Exclusion</b>		<b>SA7152 - 06/14</b>	<b>SA7152 - 06/14</b>	<b>SA7152 - 06/14</b>

**Excess Liability \$10M xs \$11.5M**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
<b>Coverage</b>		<b>Expiring</b>	<b>Option 1</b>
			<b>Option 1</b>
<b>General Carrier Information</b>			
Parent Company		Allied World Assurance Company	Allied World Assurance Company
Underwriting Company		Allied World Assurance Company	Allied World National Assurance Company
AM Best Rating & Date		A g XV & Feb 15, 2019	A g XV Stable Feb 28, 2020
Intermediary (if applicable)		Allied Public Risk Admitted	Allied Public Risk Admitted
Agency Bill/Direct Bill		Agency Bill	Agency Bill
Payment Plans		Annual	Annual
Commission		0.00%	0.00%
<b>Premium and Exposures</b>			
Premium		\$126,166.00	\$148,580.00
Terrorism (including applicable taxes and fees)		\$1,351.00	\$1,525.00
Minimum Earned Premium		\$33,700	\$44,574
Total Excess Liability \$10M xs \$11.5M Premium		\$127,517.00	\$150,105.00
<b>Limits of Liability and Coverage Limits</b>			
Coverage Form		Occurrence	Occurrence
Each Event		\$10,000,000	\$10,000,000
General Aggregate		\$20,000,000	\$20,000,000
Products/Completed Operations Aggregate		\$20,000,000	\$20,000,000
<b>Underlying Policies</b>			
<b>Retained Limit Policy</b>			
Policy Number		2902063-03	TBD
Carrier		Argonaut Ins. Co.	TBD
Effective Date		09/01/2019	09/01/2020
Expiration Date		09/01/2020	09/01/2021
<b>General Liability</b>			
Each Occurrence Limit		\$10,000,000	\$10,000,000
Personal & Advertising Injury Limit		\$10,000,000	\$10,000,000
General Aggregate Limit		\$20,000,000	\$20,000,000
Product/Completed Operations Limit		\$10,000,000 Occ/\$20,000,000 Agg	\$10,000,000 Occ/\$20,000,000 Agg
<b>Law Enforcement Liability</b>			
Each "Law Enforcement Wrongful Act" Limit		\$10,000,000	\$10,000,000
Annual Aggregate Limit		\$20,000,000	\$20,000,000
<b>Public Officials Liability</b>			
Each "Public Officials Wrongful Act" Limit		\$10,000,000	\$10,000,000
Annual Aggregate Limit		\$20,000,000	\$20,000,000
<b>Employment Practices Liability Retained</b>			
Each "Employment Practices Wrongful Act" Limit		\$10,000,000	\$10,000,000
Annual Aggregate Limit		\$20,000,000	\$20,000,000

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**Excess Liability \$10M xs \$11.5M**

	Effective Date	09/01/2019	09/01/2020
	Expiration Date	09/01/2020	09/01/2021
	Quote Expiration Date		09/01/2020
Coverage	Expiring		Option 1
<b>Forms and Endorsements (Including but not limited to)</b>			
Claim Reporting Procedures	Included		Included
OFAC Endorsement	Included		Included
Amendment – Underlying Limits	Included		Included
Service of Suit Endorsement	Included		Included
Limitation - Failure to Supply	Included		Included
<b>Exclusions (Including but not limited to)</b>			
Exclusion - Cyber Injury	Silent		Silent
Exclusion - Sub-Limited Underlying	Silent		Silent
Exclusion - Access or Disclosure Of Confidential Or Personal Information And Data-Related	GL 00447 00		GL 00447 00
Exclusion of Certified Acts of Terrorism	TBD: Follow Form		Follow Form
Eminent Domain or Condemnation Exclusion	TBD: Follow Form		Follow Form
Exclusion—Inverse Condemnation			00135 (11/05)
Communicable Disease and Infectious Agent Exclusion (Deregulated State)	N/A		GL 00621 00 (04/20)
Exclusion—Aircraft and Airports Including Airport Boards	Aircraft Ownership, Maintenance, Use or Entrustment to Others and Excluded		L 00623 00 (04/20)
Excess—Auto Exclusion			SIR-XS 00005 00 (03/14)
<b>Subjectivities</b>			
Subjectivities	<input type="checkbox"/> Signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form. <input type="checkbox"/> Receipt of the underlying binder(s) prior to issuance of our binder. WTW <input type="checkbox"/> Please provide additional information regarding the status of Claim No. P231-07-09931-01Durgan, John Et. AL.		

**FINEX GLOBAL**

A separate business unit within the Willis Towers Watson Group, FINMAR Market services, provides a wide range of services directly to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

**WILLIS COMMISSION**

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:

[http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

**WILLIS BROKERAGE TERMS, CONDITIONS & DISCLOSURES**

This proposal is presented in conjunction with the Brokerage Terms, Conditions and Disclosures document which is enclosed.

**Direction for Binding**

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

**Please bind the coverage:**

Bind	Coverage	Carrier	Option	Premium	TRIA Accept	Policy Fee
<input type="checkbox"/>	Workers Compensation	WR Berkley Group	SIR \$1.25M For all Classes	\$201,810.00	<input type="checkbox"/>	
<input type="checkbox"/>	Workers Compensation	WR Berkley Group	Split SIR \$1.5M for Police, Fire, & Volunteer police \$1.25M for others	\$185,363.00	<input type="checkbox"/>	
<input type="checkbox"/>	Workers Compensation	WR Berkley Group	SIR of \$1.5M for all classes	\$175,139.00	<input type="checkbox"/>	
<input type="checkbox"/>	Crime	Great American Insurance Group	Option 1 Per Expiring	\$21,407.00	<input type="checkbox"/>	
<input type="checkbox"/>	Crime	Great American Insurance Group	Option 2: Per Expiring except; \$1m Limit Faithfull Performance of Duty Coverage with a \$50k Deductible	\$18,097.00	<input type="checkbox"/>	
<input type="checkbox"/>	Equipment Floater	Allianz Group	Option 1	\$36,926.00	<input type="checkbox"/>	
<input type="checkbox"/>	Excess Liability - Auto, GL and EXLI	Argo Group	Option 1	\$513,670.00	<input type="checkbox"/>	
<input type="checkbox"/>	Excess Liability \$10M xs \$11.5M	Allied World Assurance Company	Option 1	\$150,105.00	<input type="checkbox"/>	

SUBJECTIVITIES	
<b>Policy</b>	
Excess Work Comp	Signed & Dated copy of the application or Signed & Dated copy of Fraud Warning Supplement that was attached to quote
Crime	The City provided clarification regarding the cash on hand at each locations. Insurer requested a break out between Cash and Checks. The City noted \$2m in cash could be kept overnight and insurers believe this amount may include checks. They are not concerned about the checks, the concern is the amount of cash.
Public Entity Liability	Completed, signed and dated "Request to Bind Insurance Coverage" form and Completed, signed and dated "Acceptance or Rejection of Terrorism" form
Excess Liability (1st) \$10m x SIR	Allied World: Signed and dated Acceptance or Rejection of TRIA
Excess Liability (2nd) \$10m x \$10m XSIR	<input type="checkbox"/> Signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form. <input type="checkbox"/> Receipt of the underlying binder(s) prior to issuance of our binder. WTW <input type="checkbox"/> Please provide additional information regarding the status of Claim No. P231-07-09931-01Durgan, John Et. AL.

Marketing Summary

Copies of the quotes we received are included with the proposal

These quotes expire on September 1, 2020, after which insurers may withdraw or vary them.

<b>Line(s) of Business</b>	<b>Carrier</b>	<b>Response</b>
Excess Liability - Auto GL and EXLI	Trident	Quoted
Workers Compensation	Midwest	Quoted
Equipment Floater	Allianz	Quoted
Crime	Great American	Quoted
Excess Liability \$10M xs \$11.5M	Allied World	Quoted

2 contracts

IV.  
f)



**Agenda Sheet for City Council Meeting of:**  
02/06/2017

<b>Date Rec'd</b>	
<b>Clerk's File #</b>	
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2006-0891
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	N/A

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	BRIAN SCHAEFFER 625-7002
<b>Contact E-Mail</b>	BSCHAEFFER@SPOKANEFIRE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 FIRE/EMS - INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES

**Agenda Wording**  
Interlocal Agreement with Spokane County Fire Districts 2,3,4,5,8,9,10,11,12 & 13, the Cities of Airway Heights, Cheney, and Medical Lake Washington, to set forth terms/conditions of City providing fire dispatch services for a period of 5 years.

**Summary (Background)**  
In the mid 1990's, Fire Agencies in Spokane Co. agreed to merge the 4 fire/ems dispatch centers within the County into a single operation. The Parties agreed to form the CCC (Combined Communications Center) with Dispatch Services being provided by the Spokane Fire Department through contracts for service. The current 10 year contract was renewed in 2006 and expires at the end of 2016. Contract will automatically renew year to year, with a formal review by the CCC Board at least once every 5 years

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 914,315	#	1630-35210-28200-33828-99999
Revenue	\$ 1,463,250	#	1630-35210-99999-31310-99999
Select	\$	#	
Select	\$	#	

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session</b>	
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Other</b>	PSC 12-12-2016
<b>Finance</b>	DOVAL, MATTHEW	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	bwilliams@spokanefire.org	
<b>For the Mayor</b>	SANDERS, THERESA	bschaeffer@spokanefire.org	
<b>Additional Approvals</b>		korlob@spokanecity.org	
<b>Purchasing</b>		tdunivant@spokanecity.org	
		klamoreaux@spokanecity.org	
		jatwood@spokanefire.org	

APPROVED BY  
SPOKANE CITY COUNCIL:  
2/6/2017  
*[Signature]*  
CITY CLERK

After filing, return to:  
City Clerk  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

City Clerks No. 2017-0074

## **INTERLOCAL AGREEMENT (ILA) COMBINED COMMUNICATIONS CENTER (CCC)**

THIS INTERLOCAL AGREEMENT (ILA) is between the CITY OF SPOKANE, a Washington State municipal corporation as ("City"), and SPOKANE COUNTY FIRE PROTECTION DISTRICTS 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, and the CITIES OF AIRWAY HEIGHTS, CHENEY, AND MEDICAL LAKE, WASHINGTON, as ("Member"). Hereafter individually referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane operates a Combined Communications Center ("CCC") which provides fire service dispatch, communications and associated services to the various fire service departments of the region; and

WHEREAS, in accordance with the provisions of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

– Now, Therefore,

The parties hereby agree as follows:

### **Part A. Purpose and Intent**

The purpose and intent of this ILA is to set forth the terms and conditions for the provision of fire service dispatch, communications and associated services by the City to the Member.

It is intended that this ILA, which is created and entered into in a spirit of cooperation, equity, fairness and mutual benefit, provide the terms and conditions which maintain these principles with both parties.

## **Part B. Terms and Conditions of ILA**

### **1. Function of the Combined Communication Center**

The CCC will provide fire service communications, dispatch and associated services as set forth or provided for herein below to the Member and to other local fire protection authorities or other fire and/or EMS agencies with which the City agrees to contract with the concurrence of the CCC Policy Board.

Any local fire protection authority or other fire or EMS agency wishing to secure the services of the CCC shall enter into an agreement with the current ILA Members and the City for those services. Approved additional agencies receiving CCC services will be identified as "Users" and will have different costs and ILA provisions than Members, unless approved as "Members" by 2/3 vote of the CCC Policy Board.

The operational concept for consolidated fire service communications in Spokane County at the time of this ILA is set forth in Appendix A, which is a part of, and shall be considered integral to this ILA.

### **2. Acquisition and Disposition of Real Property**

The site of the CCC shall be the City of Spokane Fire Department Dispatch Center, which is, and shall remain the sole property of the City of Spokane.

The existing sites for system equipment outside of the CCC, which are owned by the Member shall continue to be owned and solely maintained by the Member holding them.

The existing sites for system equipment outside of the CCC which are leased by the Member shall continue to be leased by the Member, but the lease costs shall be part of the CCC expense budget, and shall be reimbursed to the Member out of the CCC Fund.

In addition to equipment, sites, etc... owned and operated by Spokane Regional Emergency Communication Services (SRECS), any additional sites for CCC system equipment deemed necessary by the CCC Policy Board for the assurance of system operation shall be developed, held and maintained by those parties directly using them in accordance with the terms of this Section for existing sites.

### **3. Acquisition and Disposition of Personal Property**

#### **(a) Definitions:**

##### **▪ *System Equipment***

All equipment required in the system for the provision of the services set forth in this ILA, including but are not limited to the following: alarm / dispatch center equipment (911, radio consoles, radio transmitters / receivers, recorders, computers and other adjunct and support equipment), as well as the remote radio bases, repeaters and voters required for the receipt of the radio signals from the CCC, by the receiving units of the Member and the transmittal of their radio signals back to the CCC.

##### **▪ *Non-System Equipment***

Radio equipment which is specifically necessary for the inclusion and operation of a single Member (ie: internal fire station equipment; radio systems owned by agencies; etc...).

#### **(b) Replacement System Equipment**

Replacement system equipment not the responsibility of SRECS shall be acquired, held, maintained, replaced and disposed of as the common property of the parties. The capital replacement costs of system equipment, not the responsibility of SRECS, shall be shared by Members as provided for in Section 4(d). Maintenance costs shall be included in the totality of the CCC expense budget.

#### **(c) Disposition of System Equipment**

##### **(1) Withdrawal of Member**

If a Member party elects to terminate participation in this ILA, that party shall be deemed to forfeit any interest in system equipment not provided directly by that party to the system at the inception of the CCC in 1997.

##### **(2) Dissolution of ILA**

In the event of a general termination and dissolution of the CCC and this ILA, all system equipment shall be divided among all Member's in proportion to their cumulative payments made under this ILA in the last five (5) years. At the option of the CCC Policy Board, this division may be made as payment to the Member-party of the proportional share of the then-fair-market value of the equipment.



(d) **Non-System Equipment**

Non-system equipment shall be provided by the Member and maintained solely by that Member in accordance with maintenance standards established by the CCC Policy Board.

**4. CCC Policy Board**

A CCC Policy Board shall provide oversight, review and direction to the City on the policies, budget and operations of the CCC. The City recognizes the authority of the CCC Policy Board as set forth in this ILA.

Each CCC Policy Board Member (see Section 5) shall have one (1) vote.

A quorum shall be five (5) Members and, a quorum shall be required for any meeting at which action is taken. The quorum may be modified by the CCC Policy Board through a unanimous vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the CCC Policy Board.

**Authority, Duties and Responsibilities of the CCC Policy Board**

The authority, duties and responsibilities of the CCC Policy Board shall be as follows:

- (a) Review the type and level of service provided by the CCC and assure that it complies with the terms of this ILA.
- (b) Assure that established performance criteria are being met.
- (c) By an affirmative vote by a *two-thirds majority* of the CCC Policy Board, it may, subject to the concurrence of the City Fire Chief:
  - (1) Establish or modify performance criteria to measure the type and level of service, or;
  - (2) Alter or amend the type and level of service.

If an action by the CCC Policy Board under this subsection is unanimous except for the vote of the City Fire Chief, and the City Fire Chief does not concur with and implement the decision, then the City Fire Chief shall provide written notice of non-concurrence to all members of the CCC Policy Board within ten (10) working days of the CCC Policy Board action. The CCC Policy Board shall then meet within twenty (20) working days of the date of said notice from the City Fire Chief to reconsider the decision, and may, by unanimous action less the vote of the City Fire Chief, require the decision to be submitted to arbitration under the provisions of Section 30 of this ILA.

(d) Review and approve the CCC budget.

The CCC budget shall be prepared and submitted by the City Fire Chief to the CCC Policy Board for its review and approval. The budget presented shall be sufficiently detailed to show the costs attributed to all major expense areas and functions, including the costs charged by the City for administrative, overhead and support services.

The CCC budget shall be approved by simple majority action, except: affirmative action by a *super majority* of the CCC Policy Board is required for the approval of the following:

- (1) A change in the annual budget for the CCC of five percent (5.00%) or more.
- (2) Unbudgeted Capital expense, defined as an equipment expense of Ten Thousand Dollars (\$10,000.00) or more, the cost of which is to be prorated amongst the parties.

The capital replacement costs of dispatch console equipment, computerized dispatch equipment, and any other capital items will be determined by the CCC Policy Board and amortized over its expected useful life. At the direction of the CCC Policy Board, the annual amortization costs may be included in the Estimated Annual Expense of the CCC, and thereby shared proportionally by all Members based on individual agency alarm volume.

*NOTE: When SRECS funding is no longer available or agency costs are determined to be agency responsibility, each agency is solely responsible for its own radio maintenance expense and the replacement costs of its portables and mobile radios, base stations and pagers.*

- (3) Should a major capital expense occur, the CCC Policy Board will determine if an additional funding of the replacement fund is needed. Major capital expense is defined as a capital improvement project with a total cost comprising ten percent (10%), or more of the annual CCC expense budget for one (1) year (the year it is proposed).

In the event that a CCC budget proposal is disapproved by the CCC Policy Board, the Board shall identify its specific concerns; define acceptable alternative(s), and return the CCC budget proposal to the City Fire Chief for reconsideration. Ten (10) working days shall be allowed for responses in this process, unless additional time is granted upon mutual agreement of the parties. Failure to respond shall be considered deadlock. If agreement cannot be reached (deadlock), the CCC Policy Board or City may request that the CCC budget proposal be submitted to arbitration, provided, that in no event shall the continuing operations and existing funding of the CCC for all Members be interrupted.

- (e) Review proposed personnel costs and provide recommendations to the City on the appropriateness of those costs.

Prior to the beginning of labor negotiations by the City with the bargaining unit representing the employees of the CCC, the CCC Policy Board will meet with the lead City negotiator and the City Fire Chief to review the City's dispatcher-related proposed positions. The City will:

- (1) Allow a reasonable time for the CCC Policy Board to evaluate the positions proposed, and
- (2) Consider in good faith any concerns or suggestions made by the CCC Policy Board, and
- (3) To the extent practical, revise its position consistent with the desires of the CCC Policy Board.

Prior to the finalization of any dispatch labor contract, and at any time during the negotiations as deemed necessary by either party, the same group will meet to be briefed in detail by the City regarding the progress of the negotiations.

- (f) Review the job description of the Fire Communications Center Division Chief at least every two (2) years during the first quarter of that year. The CCC Policy Board shall be consulted on, and consequently approve any proposed substantive change in the job description initiated by any party.
- (g) Ensure that staffing levels outlined in this ILA are met by the City.
- (h) Review staffing levels to determine if staffing needs are appropriate.
- (i) Evaluate appeals of complaints or damages forwarded to them as provided by this ILA or by the policies and procedures adopted by the CCC Policy Board.
- (j) Establish, review and revise as necessary a process, which may include liquidated damages, suspension or termination, to assure compliance with operational policy and procedures by all agencies/parties/Members served by the CCC. The process shall include provisions for non-compliance occurrence and the assessment of liquidated damages for repeat offenses. The established process shall include due process (hearing and appeal) procedures. Remedies prescribed by the CCC Policy Board for non-compliance shall be appropriate to assure correction or non-recurrence.

- (k) Review and approve or disapprove the inclusion of any agency other than a local fire protection authority as a contracting agency for the services of the CCC. The City shall not contract to provide CCC services to any agency other than a local fire protection authority without the concurrence of the CCC Policy Board.
- (l) Review and approve by adoption the systems or plans set forth in Section 15 of this ILA, and subsequently present said systems or plans to all Member agencies for their acceptance.
- (m) Establish procedures for meetings, including the meeting agenda.
- (n) Establish and provide for a backup communications center to the CCC. The costs of equipping and operating the CCC portion of the backup communications center may be included in the CCC budget.
- (o) In cooperation/ coordination with SRECS, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system and the CCC.

**The CCC Policy Board may:**

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the City Fire Chief.
- (b) By a *super majority* vote, recommend to the City Fire Chief the removal of the Fire Communications Center Division Chief for cause.
- (c) Provide recommendations to the City Fire Chief on filling a vacancy in the position of Fire Communications Center Division Chief.
- (d) Create an operations committee or other working committees. All committees created by the CCC Policy Board shall be subordinate to, and subject to the direction of the CCC Policy Board.
- (e) Request staff assistance from the City.
- (f) Call for an audit of the CCC Fund at any time.

**5. CCC Policy Board Members**

The CCC Policy Board will be comprised of eight (8) members as follows:

One (1) representative of the City Fire Department, who shall be the Fire Chief.

Excluding the City Fire Department, one (1) representative of each of the three (3) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) representatives from the Member group (with the exception of the three (3) Member agencies immediately above).

The representatives of the City Fire Department and the three (3) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the three (3) Members with the greatest average emergency incident volume will be made by December 1 of each third (3<sup>rd</sup>) year so that representatives can be named for the next three (3) year term. The other representatives will serve for two (2) year terms, commencing January 1.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the CCC Policy Board shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of the CCC Policy Board – shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the CCC Policy Board, the make-up of the CCC Policy Board may be modified.

## **6. CCC Policy Board Meetings**

The CCC Policy Board shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the CCC Policy Board will set the agenda for each meeting, provided that the City Fire Chief may place any item on any the agenda. Items may be placed on-the agenda by any Member in accordance with adopted meeting procedures.

The CCC Policy Board shall meet regularly and will determine its own meeting schedule. Board The CCC Policy Board may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

## **7. Administration and Management of the CCC**

The City Fire Chief shall:

- (a) Administer the CCC service contracts between the City and Member parties.
- (b) Administer and manage the CCC.
- (c) Insure the effective and timely implementation of policies adopted by the CCC Policy Board.
- (d) Establish operational policies and procedures for the CCC. The operational policies and procedures must be approved by *super majority* of the CCC Policy Board.
- (e) In consultation with the CCC Policy Board, work with the Civil Service Commission of the City to develop and establish, and subsequently review the job description of the Fire Communications Center Division Chief.

The City Fire Chief may select and appoint a Fire Communications Center Division Chief who shall be a management employee of the City, responsible to the City Fire Chief. If a Fire Communications Center Division Chief is appointed, the City Fire Chief will develop and establish goals and objectives for and provide direction to the Fire Communications Center Division Chief that assures that the Fire Communications Center Division Chief meets the policies and standards established by the CCC Policy Board.

The Fire Communications Center Division Chief will be responsible to the City Fire Chief for CCC operations, including training, work assignments and supervision. Under the direction of the City Fire Chief, the Fire Communications Center Division Chief shall direct and supervise the shift supervisors to insure that policy, procedures, training and discipline are carried out and that coordination of activities occurs to maintain standards as well as meet goals and objectives.

#### **8. Services Provided by CCC**

The CCC shall provide the following services, subject to change by the CCC Policy Board with the concurrence of the City Fire Chief, to the contracting agencies:

- (a) Answer 9-1-1 and other emergency telephone calls.
- (b) Process caller information and determine the appropriate response.
- (c) Dispatch the appropriate emergency and support resources. Document information associated with the call for service and response of resources.
- (d) Resource and situation status / tracking.
- (e) Move-up of resources.
- (f) Maintain necessary call back list, and call-back of personnel.
- (g) Answer other communications center related calls.
- (h) Maintain current list of personnel and equipment to carry out activation and performance of the functions of the Spokane County Resource Plan and the Northeast Region and Washington State Mobilization Plans.
- (i) Perform systems testing as established by the CCC Policy Board.
- (j) Liaison and coordination with outside agencies.
- (k) Conduct appropriate announcements / paging.
- (l) Transfer data to stations or other work locations.
- (m) Provide business / pre-plan information to responders as established by the CCC Policy Board.
- (n) Work with City/County GIS and CCC agencies on maintaining a GIS mapping database.

- (o) Assist with sending notifications for emergency staffing.
- (p) Manage back-up data files.
- (q) Maintain logging data for at least ninety (90) days.
- (r) Provide information / data recordings for post incident analysis or incident investigations.
- (s) Record and update local information, e.g., hydrants out of service, controlled burns.
- (t) Monitor weather conditions and adjust responses based on those conditions.
- (u) Maintain and update policies, procedures, administrative orders, and other directives.
- (v) Provide reports regarding services provided to the Member(s).

## **9. Levels of Service Provided by the CCC**

### **(a) Facilities**

- (1) The CCC shall be located at the City Fire Department Dispatch Center. Any move of the operations center that has a financial impact on contracting agencies requires the pre-approval of the CCC Policy Board.
- (2) The designated remote backup fire service communications center shall be determined by the CCC Policy Board. The fair rental value of the space occupied by this backup center shall be included in the expense budget of the CCC.

### **(b) Staffing**

Unless modified by a 2/3 or 66% majority vote of the CCC Board, there will be a minimum of three (3) personnel assigned to the CCC, twenty four (24) hours per day. This minimum will be comprised of two (2) dispatchers and one (1) working shift supervisor.

The Fire Communications Center Division Chief or their designee may augment the staffing level at any other time deemed appropriate.



**(c) Certification**

All dispatcher personnel shall be Emergency Medical Dispatch (EMD) certified.

**(d) Equipment & Services**

The CCC shall:

- (1) Utilize Enhanced 9-1-1 (E-911) as a minimum for as long as Spokane County maintains an E-911 system. Utilize Next Gen 9-1-1 if implemented by 9-1-1. Should the implementation of Next Gen 9-1-1 create a new additional CCC cost, the implementation must be approved by the CCC Policy Board.
- (2) Provide an adequate number of radio consoles with the telephone equipment necessary to receive calls for service and radio and paging equipment capable of dispatching the resources of the contracting Members.
- (3) Provide recording systems for the instant recall of emergency telephone calls and the logging of all radio traffic through the CCC.
- (4) Unless provided by SRECS, maintain the necessary radio and other communications backbone to:
  - (a) Transmit alarms and pages via a paging system.
  - (b) Transmit and receive messages on radio channels/talk groups, at the identified locations.
  - (c) Be responsible for insuring that the established remote back-up center remains operational with telephones, appropriate consoles to dispatch resources, transmitters / receivers to transmit and receive from all contracting agencies, and recording equipment.
- (5) Use Computer Aided Dispatch (CAD) for assisting with dispatch.
- (6) Maintain an Information Management System (IMS) that provides statistical analysis of dispatched incidents. This system shall be available to Members as an option, with each agency to pay for any necessary hardware, software and maintenance cost associated with its use of the IMS.
- (7) Provide copies of recorded and/or documented incident information for agency incidents upon written request of the agency.
- (8) Maintain-logging audio files for a minimum of ninety (90) days or as otherwise required by law.

## **10. CCC Performance Criteria**

The Combined Communications Center will provide services that meet the following basic criteria; provided that exceptions will be allowed for times when the CCC is overwhelmed:

- (a) All 9-1-1 and other emergency phone lines that terminate in the CCC will be answered in a timely manner. All emergency telephone lines will be answered in ten (10) seconds or less, ninety percent (90%) of the time.
- (b) All calls for service that terminate in the CCC and result in a response by a local fire protection authority will be processed and dispatched as follows:
  - i. Life-threatening fire medical and other calls requiring a priority response as determined by the CCC Policy Board-sixty (60) seconds or less ninety percent (90%) of the time.
  - ii. All other calls as determined by the CCC Policy Board – ninety (90) seconds or less ninety percent (90%) of the time.

The measure of this time begins when the call is answered in the CCC, and it includes the interrogation of the caller until sufficient information is gained to permit the accurate and precise dispatch of resources and/or the call is terminated and dispatch of the appropriate resources has been made.

- (c) All verbal radio-reported unit status reports received by the CCC from emergency response apparatus will be accurately logged into CAD within sixty (60) seconds, ninety percent (90%) of the time.
- (d) The CCC will transfer incident data to stations that have fax machines and are not connected to CAD within fifteen (15) minutes after the last Member unit is back in service. The CCC will have hard copies of incident data available for stations not connected to CAD, and without fax, within twenty-four (24) hours of the incident. The CCC is responsible for sending data to only one (1) agency location per incident.
- (e) The City will provide monthly activity reports on the services provided by the CCC to contracting agencies not later than the end of the following month.

Any exception to the above criteria will be reviewed by the Fire Communications Center Division Chief and the facts of, and reasons for the exception shall be reported to the CCC Policy Board at its next regularly scheduled meeting.

Changes to the Performance Measures outlined in this Section of the ILA, can only occur through the approval of 2/3 or 66%, of the CCC Policy Board.

- (f) Members requesting changes to CCC programming/ mapping/ CAD response configurations or other modifications, shall do so in writing to the Fire Communications Center Division Chief (FCCDC) and copied to the CCC Operations Manager. He/she or a designee shall acknowledge receipt of the requested change within five (5) days. FCCDC or designee shall provide anticipated date for completion and if requested, periodic status updates until completion of the request.

**11. Cost of CCC Services**

The costs of CCC services provided to Members will be included in the CCC budget (expense plan) as approved by the CCC Policy Board. Any change in the level of services provided by the CCC, as set forth in Section B9 above, that has a financial impact on Members, requires the pre-approval of the CCC Policy Board.

The cost for contracting for CCC services for 2017 - 2021 will be as follows:

Agency	2017	2018	2019	2020	2021
City	\$1,463,250	\$1,577,390	\$1,695,525	\$1,817,795	\$1,944,344
Dist. 2/Fairfield	\$5,238	\$5,694	\$6,122	\$6,527	\$6,909
Dist. 3	\$82,047	\$82,037	\$82,028	\$82,019	\$82,011
Dist. 4	\$192,494	\$189,787	\$187,237	\$184,832	\$182,559
Dist. 5	\$5,175	\$5,020	\$4,874	\$4,736	\$4,606
Dist. 8	\$110,447	\$108,362	\$106,398	\$104,546	\$102,795
Dist. 9	\$263,180	\$264,477	\$265,699	\$266,851	\$267,940
Dist. 10	\$37,868	\$39,794	\$41,608	\$43,320	\$44,938
Dist. 11	\$5,491	\$5,326	\$5,171	\$5,025	\$4,887
Dist. 12	\$2,083	\$2,020	\$1,962	\$1,906	\$1,854
Dist. 13	\$6,438	\$6,245	\$6,063	\$5,892	\$5,730
Airway Hgts	\$77,313	\$81,119	\$84,703	\$88,084	\$91,279
Cheney	\$88,989	\$89,384	\$89,755	\$90,106	\$90,437
Medical Lk.	\$37,552	\$37,039	\$36,556	\$36,100	\$35,669
<b>Total without SVFD</b>	<b>\$914,315</b>	<b>\$916,304</b>	<b>\$918,176</b>	<b>\$919,943</b>	<b>\$921,613</b>

**Expected Call Volume by District**

	2016	2017	2018	2019	2020	2021
Dist. 2/Fairfield	68	83	93	103	113	123
Dist. 3	1,225	1,300	1,340	1,380	1,420	1,460
Dist. 4	2,850	3,050	3,100	3,150	3,200	3,250
Dist. 5	69	82	82	82	82	82
Dist. 8	1,675	1,750	1,770	1,790	1,810	1,830
Dist. 9	3,750	4,170	4,320	4,470	4,620	4,770
Dist. 10	625	600	650	700	750	800
Dist. 11	84	87	87	87	87	87
Dist. 12	28	33	33	33	33	33
Dist. 13	91	102	102	102	102	102
Airway Hgts	1,100	1,225	1,325	1,425	1,525	1,625
Cheney	1,375	1,410	1,460	1,510	1,560	1,610
Medical Lk.	575	595	605	615	625	635

**Estimated Cost per Call based on estimated call volume**

	2016	2017	2018	2019	2020	2021
	\$75.00	\$63.11	\$61.22	\$59.44	\$57.76	\$56.17

Note: Rates identified above are subject to change should any of the agencies receiving CCC service at the beginning of 2017, terminate said service. Should that occur, CCC rates will be reconsidered, except that under no circumstances will the agency rates exceed those that were charged in 2016.

**The parties agree to hold work sessions during 2017 to discuss options for replacement funding and issues related to the replacement fund.**

**Rate Exceptions:** Circumstances or conditions which significantly alter the balance will change the proportionate cost shares to restore it. Such circumstances or conditions may include, but are not limited to the following:

i. **CHANGE IN LEVEL OF SERVICE PROVIDED BY/ TO A MEMBER AGENCY**

A change in the level of service provided by/ or requested by any Member agency shall be evaluated by the CCC Policy Board for its effect on overall call volumes and proportionate shares shall be adjusted accordingly based on estimates.

Change in the level of service for this provision shall be defined as any modification to service provided by the CCC, to the requesting Member, which has an impact on the services provided to other CCC Members.

ii. **ANNEXATION OR PARTIAL MERGER**

The jurisdictional areas may shift due to annexation or partial merger actions. In such event, the annexing or merger entity shall assume the percentage (based on last three (3) year dispatch volume average) of the losing entity's Member cost allocation under this ILA that is equal to: either the percentage of then current assessed valuation lost by that entity, or the percentage of the losing entity's call volume change, whichever is greater.

iii. **MAJOR CAPITAL EXPENSE PROJECT**

A major capital expense project, defined as a capital improvement project with a total cost comprising ten percent (10%) or more of the annual CCC expense budget for one (1) year (the year it is proposed).

**12. Special Fund: "CCC Fund"**

(a) **Creation of Special Fund**

The City has established and maintains a special fund within its budget for the revenue and expense of the CCC ("CCC Fund").

All payments to the City for CCC services are credited to the CCC Fund and CCC expenditures are allocated and taken from this fund. The CCC Fund is a roll-over fund in which all reserve, cash carryover and unencumbered funds from one (1) fiscal year will carry over to the next fiscal year.

**(b) CCC Fund Management**

The City is responsible for managing the CCC Fund within the policy direction established by the CCC Policy Board.

The City shall manage the CCC Fund to meet approved expense plan and reserve plan requirements deemed essential by the CCC Policy Board to providing the quality and integrity of CCC services in accordance with the terms of this ILA and as approved by the CCC Policy Board, including but not limited to: equipment replacement plans, maintenance service agreements and other provisions. Any subsequent City disapproval of essential CCC expenses approved by the CCC Policy Board and included within the final approved expense plan or reserve plan shall be deemed a substantive breach of this ILA.

**(c) CCC Fund Accounting and Audit**

Accounting of CCC revenue and expense will be done by the City using Generally Accepted Accounting Principles (GAAP). Regularly scheduled audits can be paid from the CCC Fund with the approval of the CCC Policy Board. The CCC Policy Board may call for an unscheduled audit of the CCC Fund at any time. Unscheduled Audit costs shall be borne by the Member agencies in proportion to Member alarm volume.

**(d) Annual True Up of Unexpended CCC Funds**

On an annual basis, the CCC Board will determine if unexpended CCC funds should be returned to CCC Members, based on the following conditions:

By April 30<sup>th</sup> of each year, the City should have completed financial "year-end closing" for the previous year and will determine if there were any unexpended CCC funds in excess of the annual CCC billing.

Unexpended balances will remain in the CCC Fund if:

- i. The amount is ten thousand dollars (\$10,000) or less, and/or,
- ii. The current fund balance in the CCC Fund, not including the Replacement Fund, is less than the amount needed to fund an operational reserve of thirty percent (30%) of the current CCC budget.

Any unexpended annual operating funds not falling under the stipulations above will be re-distributed by the City to each CCC agency, based on the agency's percent of the total payment for the previous year. The re-distribution by the City, shall occur no later than June 30<sup>th</sup> of each year.

**(e) CCC Fund Disbursement Upon Termination**

In the event of termination of this ILA, the CCC Fund shall be divided among the Member agencies in proportion to their last calculated Average Annual Agency Incident Volume.

**13. Payments to CCC Fund**

Unless otherwise determined by the CCC Policy Board, the City will provide to the CCC Policy Board for its consideration the cost allocation for all Member and User agencies for the next calendar year, together with all supporting data used in its determination by September 15<sup>th</sup> of each year. Based on those amounts the Annual CCC Cost for each Member and User agency will be determined, and be provided to each Member and User agency by September 30<sup>th</sup>.

Member will be invoiced regularly its annual CCC cost share. By mutual agreement, the City may bill Member on an agreed upon basis.

The City will bill all CCC Members by the end of January of the new calendar year. The CCC Member may pay their share of the annual CCC cost on a monthly or quarterly, basis and will notify SFD accounting staff of scheduled payment plan by February 15<sup>th</sup> of each calendar year.

Invoice payments by Member(s) shall be made within thirty (30) days after the invoice date. Past due accounts will be charged interest at the rate of twelve percent (12%) per annum, or one percent (1%) per month on the unpaid balance plus a late charge assessment of five percent (5%) of the invoiced amount overdue. Any accounts sixty (60) days overdue may result in a notice of termination, as provided by this ILA.

Interest and penalties will accrue on overdue accounts until payment is made in full.

**14. Contracting Agency Responsibilities**

Member shall provide to the CCC, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.
- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.

- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the CCC Policy Board, and be subject to remedies prescribed by the CCC Policy Board for breach of policy or procedure.

#### **15. Cooperative Development Requirements**

All CCC Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the CCC Policy Board:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the CCC Policy Board shall be subject to the acceptance of all Members, and shall be presented to them by the CCC Policy Board for that action.

#### **15A. Status and Integrity of ILA**

This ILA between the City and Member(s) is a common form in all respects with agreements between City and other Member agencies. City shall make no agreements in any other form, or with any other provisions with another Member of any kind for CCC services without *two-thirds (66%) approval* of the CCC Policy Board.

## **Part C. MISCELLANEOUS PROVISIONS**

### **16. Insurance**

During the term of the ILA, Each party shall maintain in force, at its sole expense, each insurance coverage noted below:

- (a) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this ILA;
  - i. Acceptable supplementary Umbrella insurance coverage combined with a General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this ILA; and
- (b) Workers' Compensation Insurance in compliance with Title 51 RCW, 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.

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 Member or its insurer(s) to the City.

As evidence of the insurance coverages required by this ILA, the Members shall, upon request, furnish written evidence, a Certificate Of Insurance (COI) delineating acceptable insurance coverage limits to the City at the time they return the signed ILA. Each party shall be financially responsible for its pertinent deductibles, self-insured retentions, and/or self-insurance.

### **17. Designated Representatives**

The designated representatives for the purpose of administering this ILA and for the receipt of any notices related to this ILA shall be:

City of Spokane: Fire Chief  
City of Spokane Fire Department  
44 West Riverside  
Spokane, Washington 99201

Member: Fire Chief



## **18. Disclosure and Retention of Records**

The City shall not disclose any dispatch record or data to any person or entity without the expressed written consent of the Member(s) except to comply with State and Federal Public Records laws, or the valid legal order by a court of competent jurisdiction for such disclosure, in which event the City will immediately notify the affected Member(s).

## **19. Term**

This ILA shall become effective upon the execution of this ILA by the Elected Officials of all of the Member agencies a party to the ILA, and shall automatically renew itself from year to year thereafter.

The CCC Board will formally review this ILA at least once every five (5) years from the execution date and recommend any necessary changes for adoption by the parties.

## **20. Opportunities**

The parties realize that opportunities for improved service through an Interlocal Agreement (ILA) to form an independent multi-agency, multi discipline combined communications entity may arise during the term of this ILA, which could be of benefit to the public and current Members of this ILA. Should such opportunities arise, the parties desire to have the ability to evaluate the proposals and make a determination of overall CCC participation. Since individual CCC agency participation may cause service and / or financial impact to other CCC agencies, the parties agree to evaluate the following provisions in making a determination of individual agency and overall CCC participation in any independent communications entity collaborative effort:

- (1) The collaborative opportunity must result in positive benefits as determined by the individual agencies, those benefits specifically identified that will:
  - a. Improve service to the public and the agency, above and beyond the service being received at the time of the consideration and implementation.
  - b. Improve cost effectiveness for the public and the agency, above and beyond the current and anticipated future costs at the time of the consideration and implementation.
  
- (2) The decision to participate must be made by 2/3 or 66% approval of the CCC Board and approval of 66% (currently 10 of 15) of the Policy Bodies of the CCC Member agencies.

Nothing in this section shall diminish or void the rights of any CCC Member Agency to the Termination provisions outlined in the sections below.

## **21. Termination**

### **(a) By the City of Spokane**

The CCC services provided for by the terms of this ILA are essential to the life, safety, health and welfare of the public. *The City may take no action that may compromise, delay, interrupt or terminate CCC services as provided for herein except as provided by this Section.* Continuity of services to all Members at all times, is of paramount importance and may not be compromised in any event.

If the City decides to terminate its provision of the services under this ILA, it may do so only under the following conditions:

CCC services with all Member agencies must be terminated, i.e., termination of contracted CCC services must be total, not partial, unless approved by a super majority of the CCC Policy Board.

The CCC Policy Board shall determine the course of action to be taken to assure the replacement of City with another provider for fire service communications and dispatch services.

The CCC Policy Board shall create and approve a transition plan. The transition plan shall be completed within twelve (12) months of notice of termination and provide for complete transfer of all CCC Member services. The transfer is to be completed within thirty six (36) months from notice of termination by the City, unless otherwise mutually agreed to by the parties.

The CCC Policy Board shall provide for the disposition of the CCC Fund and the final distribution of all equipment.

Termination notice from City shall not affect any aspect, condition or provision of this ILA during the time subsequently taken to establish a replacement provider.

### **(b) Termination by Member**

Member may terminate its participation in this ILA at any time with advanced written notice. Advanced notice during calendar year 2017 shall be provided no later than June 30<sup>th</sup>. All separation of CCC services for said Member will be effective at the end of the calendar year so put on notice.

The terminating Member will forfeit claim to any and all existing CCC Funds at the time of departure with the exception of unexpended operational funds due the Member outlined in provisions above.

## **22. Compliance with ILA**

Strict compliance with:

- (a) The terms and conditions of this ILA by the parties hereto, and
- (b) The terms and conditions of the Member contracts entered into by the City with other Members of the CCC, and
- (c) The communications and other procedures and protocols established by the CCC Policy Board, is essential.

Member may bring to the attention of the City Fire Chief the non-compliance of any other Member agency. In such event, the City Fire Chief shall make a threshold determination of the existence, cause, and extent of the non-compliance problem, to include notice to, and consultation with the Member party in alleged non-compliance, within thirty (30) days. The City Fire Chief shall seek to resolve any non-compliance problem within sixty (60) days.

In the event that the City Fire Chief is unable to resolve a non-compliance problem, a Member may bring it to the attention of the CCC Policy Board, and the City Fire Chief shall submit a written report to the CCC Policy Board detailing the problem, and any action taken in attempting to resolve it. In such event, the CCC Policy Board shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the Member agency in alleged non-compliance, within thirty (30) days.

## **23. Breach Procedure**

Prior to the CCC Policy Board issuing any reprimand, assessment of liquidated damages suspension, or termination, notice will be provided to the designated Member party representative, either in person or by certified mail, as follows:

- (a) That a breach of the ILA has occurred, and
- (b) The nature and extent of the breach, and
- (c) The intent of the CCC Policy Board to consider taking action, and
- (d) A period of fourteen (14) days for the Member party to respond and, if desired, request a hearing before the CCC Policy Board.

At the end of the fourteen (14) day response period given, the CCC Policy Board, giving due consideration to the response, if any, provided by the Member party, shall either:

- (i) If requested by the Member party, schedule and conduct a hearing to provide an opportunity to the Member party to show cause why the reprimand, assessment of damages or suspension should not occur, or
- (ii) Act on the breach.

Within ten (10) business days after the hearing or action, the CCC Policy Board shall issue a written decision.

#### **24. Liquidated Damages**

The parties recognize that non-compliance with, or breach of the provisions of this ILA will cause a financial burden on the operations of the CCC, and furthermore increase the costs to other Members. To offset the resultant financial impact, liquidated damages may be assessed against the offending party/Member. The liquidated damages are based on a good faith estimation of the resultant financial impact, and do not constitute a penalty or fine.

It is recognized that the actual damages resulting from a specific instance of non-compliance or breach may be difficult to establish. Thus, the provisions in this ILA for liquidated damages are deemed to be reasonable estimates of the financial consequences of potential non-compliance or breach. The CCC Policy Board shall exercise judgment in determining the liquidated damages to be assessed in any given situation within the range of the liquidated damages provisions provided in this ILA.

In the event that the CCC Policy Board confirms a finding of non-compliance (breach), it may, by a *two-thirds (66%)* majority, assess liquidated damages, subject to the provisions of Section 23, for:

- (a) Failure of the City to comply with any term or condition of this ILA, or of any policy or procedure established by the CCC Policy Board.
- (b) Failure of a Member agency to comply with the communications procedures and protocols established by the CCC Policy Board. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.
- (c) Failure of a Member agency to comply with its obligations under the terms and conditions of its agreement to this ILA. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.

Any liquidated damages paid pursuant to this section shall be deposited in the CCC Fund.

## **25. Appeal of Imposed Liquidated Damages**

A Member party may appeal the assessment of liquidated damages imposed by the CCC Policy Board pursuant to Section 25 by invoking the provisions of Section 30 of this ILA.

## **26. Substantive Breach by the City**

The following sections of this ILA shall be *substantive*, and a breach of any of the terms and conditions of any provision of any of these sections shall be a *substantive breach* subject to the remedies provided by this section:

Sections A: 1, 7, 8, 9, 10(a), 10(b), 11 and 12.

In the event of a substantive breach of the terms and conditions of this ILA by the City:

- (a) The CCC Policy Board may take any or all of the following actions:
  - (1) Assess liquidated damages as appropriate to recover any costs or expenses proximately caused by the breach. These damages shall be paid to Members in proportion to their incurred costs or expenses.
  - (2) Secure a legal order that the City strictly comply with the essential terms and conditions of this ILA, in which event the City shall pay any and all legal expenses incurred by the CCC Policy Board in pursuit of this remedy.
  - (3) Determine if the ILA shall be terminated under the termination provisions of this ILA.
- (b) Member(s) shall have ninety (90) days to evaluate its interest in continuing as a party to this ILA and, if it so desires, give notice of its intent to terminate participation in the ILA without incurring the penalty for ILA termination provided for by the terms of the ILA.

## **27. Indemnification**

Each party shall indemnify, defend and hold harmless the other parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying party's negligence or breach of its obligations under the ILA. The indemnifying party's duty to indemnify shall not apply to liability caused by the negligence of the other parties, their officers and employees.

If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Each party's duty to indemnify shall survive the termination, or expiration of the ILA.

Each party specifically assumes potential liability for actions brought by its own employees against any other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The parties recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115, and was the subject of mutual negotiation.

#### **28. Severance Clause**

If any provision of this ILA is made invalid or unenforceable, such action shall not invalidate the entire ILA. The provisions not made invalid or unenforceable shall remain in full force and effect.

#### **29. Modification of ILA**

This ILA represents the entire agreement between the parties. No change, termination, or waiver of any provision other than changes allowed in the contract by the CCC Board, shall be made without mutual agreement of and execution by all of the parties to the ILA, nor be considered a future waiver of this right or any other right by the parties.

#### **30. Dispute Resolution by Binding Arbitration**

In the event of a disagreement regarding the interpretation or application of this ILA where the parties are unable, after good faith negotiations, to resolve the dispute, controversy or claim, they shall submit the issue to arbitration in conformance with the rules of the American Arbitration Association (AAA).

In the event of moving an issue to arbitration, the parties shall select a panel of three (3) arbitrators in a timely manner. Each party may select one (1) arbitrator for the panel. To choose the third (3<sup>rd</sup>) arbitrator, who will serve as the chair of the panel and will issue the written decision on behalf of the panel, each of the parties shall submit to the other a list of the names of five (5) arbitrators for consideration. All of the five (5) arbitrators listed must be current AAA members. If the parties cannot agree on the third (3<sup>rd</sup>) arbitrator from either list, they will flip a coin to determine who is first to strike a name from the combined list of ten (10). After the winner of the coin toss strikes a name, the other party will then strike a name. The parties will then alternate turns at striking names until one (1) name remains, which will be the name of the individual who will serve as arbitrator.

The decision of the arbitration panel shall be "final" and "binding" upon the parties.

Each party shall pay for the costs of the arbitrator they select. The costs of the third (3<sup>rd</sup>) arbitrator and misc. costs shall be equally shared amongst the parties.

No prospective or actual costs of arbitration may be included in the CCC budget.

This ILA is to be performed, interpreted and construed in accordance with the laws of the State of Washington, and within the jurisdiction of Spokane County.

### **31. Failure of Unanimity by CCC Policy Board**

If an issue before the CCC Policy Board requires unanimous action of the CCC Board Members, and the question fails by a single vote, the issue may be reintroduced under this provision.

The re-introduced issue shall be re-discussed and re-voted. If it again fails with the same Member(s) in opposition, the issue may be brought forward for the third (3<sup>rd</sup>) time.

If a third (3<sup>rd</sup>) vote comes forward within six (6) months of the previous two (2) votes and fails by the same Member(s) voting in opposition, the issue may be certified to binding arbitration by the affirmative vote of all of the CCC Board Members, but one (1). The arbitrator shall determine if the dissenting vote violates the purpose and intent of this ILA, as set forth in Part A (above).

### **32. Binding Action**

The acceptance, approval and execution of this ILA by the parties shall act to bind both / each Member to all of the terms and conditions contained herein.

This ILA is made to assure the commitment and participation of all parties, and reliance is placed by each party on participation, and performance by the other Member parties to this ILA.

### **33. CHAPTER 39.34 RCW REQUIRED CLAUSES**

- (a) Purpose. See Part A above.
- (b) Duration. See Section No. 20 above.
- (c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this ILA.
- (d) Responsibilities of the Parties. See provisions above.

- (e) ILA to be Filed. This ILA shall be filed with the Spokane City Clerk, and the Spokane County Auditor.
- (f) Financing. See Sections 11, 12, 13, and 14 above.
- (g) Termination. See Section No. 21 above.
- (h) Property upon Termination. See Section No. 3 above.



**Combined Communication Center Agreement (ILA)**  
**(Signature Page 1 of 14)**

**OPR**

Dated on February 15, 2017 CITY OF SPOKANE

By: David A. Cuda  
Mayor

Attest: Len St. John  
City Clerk



Approved as to form:  
Pat Delfino  
Assistant City Attorney

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 2**



Chairman



Commissioner

Commissioner

Attest:



District Secretary

5-15-17

Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 3**

Howard Hainke Jr  
Chairman

Bob Hams  
Commissioner

Sharon J. Crolley  
Commissioner

Attest:

Quinn L Arnold  
District Secretary

2/8/17  
Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 4**

  
Chairman

  
Commissioner

  
Commissioner

Attest:

  
District Secretary

Date 1/23/17

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 5**



Chairman



Commissioner



Commissioner

Attest:




District Secretary

1-23-2017

Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 8**

  
Chairman

  
Commissioner

  
Commissioner

Attest:

  
District Secretary



1-19-17  
Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 9**

  
\_\_\_\_\_

**Chairman**

  
\_\_\_\_\_

**Commissioner**

  
\_\_\_\_\_

**Commissioner**

**Attest:**

  
\_\_\_\_\_

**District Secretary**

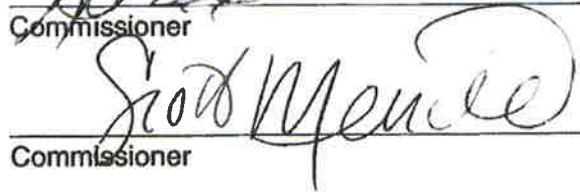
  
\_\_\_\_\_

**Date**

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 10**

  
Chairman

  
Commissioner

  
Commissioner


**Attest:**

  
District Secretary

1-3-2017  
Date



**SPOKANE COUNTY FIRE PROTECTION DISTRICT 11**

  
Chairman

  
Commissioner

  
Commissioner

**Attest:**

  
District Secretary

7/7/17  
Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 12**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner


Attest:  
  
\_\_\_\_\_  
District Secretary

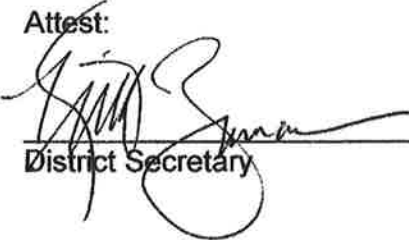
3-9-17  
\_\_\_\_\_  
Date

**SPOKANE COUNTY FIRE PROTECTION DISTRICT 13**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Attest:  
  
\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Date 1/17/2017

**CITY OF AIRWAY HEIGHTS, WASHINGTON**

By: Albert Trapp Dated: 1-25-17  
City Administrator


Attest: Amy Shavelle  
City Clerk

Approved as to form:

[Signature]  
City Attorney

**CITY OF CHENEY, WASHINGTON**

By:  Dated: 1-24-17  
~~City Administrator~~ Mayor

Attest:   
City Clerk

Approved as to form:

  
City Attorney

**CITY OF MEDICAL LAKE, WASHINGTON**

By:   
City Administrator

Dated: 1/17/2017

Attest:   
City Clerk

Approved as to form:

  
City Attorney

## **APPENDICES**

**APPENDIX A: OPERATIONAL CONCEPT**

**APPENDIX B: ALARM VOLUMES OF CONTRACT MEMBERS FOR CY 1995  
MEMBER**

## **APPENDIX A**

### **Operational Concept for Centralized Fire Services Dispatch and Communications**

At the inception of this ILA, the operational concept for the Spokane County fire services communications system, of which the CCC is an integral part, is as follows:

#### **iv. Dispatch Center**

The CCC will be located at the Spokane Fire Department Dispatch Center. All Spokane County fire services dispatch functions will be centralized at the CCC.

An emergency backup center will be located at its current location or at a location to be determined by the CCC Policy Board.

#### **v. Dispatch and Notification System**

All fire services notifications required by Member agencies will be done by the CCC. Notifications will be digital or other methods as approved by the CCC Policy Board.

The City will conclude an interlocal agreement with SRECS for the use of the Public Safety Radio and Notification System, with the provision therein that radio and notification services for fire/ems services is a top Priority. The interlocal agreement shall be approved by the CCC Policy Board before finalization.

Dispatch and notification system will be comprised of simulcast and simplex transmitters required to provide coverage to parties of the ILA.

Unless provided by SRECS, Members will be responsible to provide their own receivers / digital readers and printers as deemed necessary for their facilities, apparatus and vehicles.

#### **vi. Primary and Tactical Radio Channels/ Frequencies/ Talkgroups**

The CCC Policy Board is responsible for the coordination with SRECS to achieve approval and modification of the radio and notification system to be utilized by CCC agencies. Nothing in this ILA will prohibit the CCC Policy Board from requesting the expanding or reducing of the number of radio channels/ frequencies/talk groups as deemed necessary.



The FCC radio licenses for the channels/ frequencies/talkgroups utilized by CCC agencies shall sought/ maintained and renewed by SRECS. The licenses will be maintained by SRECS on behalf of the Public Safety Agencies of Spokane County. The use of the channels/ frequencies/ talkgroups shall be as approved by the CCC Policy Board.

All costs for the operation, maintenance or modification of the primary radio channels/ frequencies/ talkgroups shall be the responsibility of SRECS. Should the responsibility not be to SRECS, the CCC Policy Board may determine to include costs in the CCC expense budget.

Member

## **APPENDIX B**

### **Member**

### **Incidents Dispatched by CCC - 2015**

Spokane County Fire District 2	118
Spokane County Fire District 3	1,366
Spokane County Fire District 4	3,000
Spokane County Fire District 5	95
Spokane County Fire District 8	1,635
Spokane County Fire District 9	4,325
Spokane County Fire District 10	793
Spokane County Fire District 11	95
Spokane County Fire District 12	41
Spokane County Fire District 13	113
City of Airway Heights	1,334
City of Cheney	1,366
City of Medical Lake	581
City of Spokane	38,399



17217 W. Four Mound Rd.  
Nine Mile Falls, WA 99026  
509-796-4793 office phone  
509-796-3473 office fax  
509-951-3900 Admin. cell  
[www.scf5.org](http://www.scf5.org)  
[admin@scfd5.org](mailto:admin@scfd5.org)

1/25/2017

Memo To: City Clerk of Spokane

Re: Inter local Agreement Combined Communications Center Document

Attached is the ILA/CCC sign-off page with Commissioner and Secretary signatures for Spokane County Fire District #5.

Thank you,

Susan Rae, Secretary.

A handwritten signature in black ink, appearing to read 'Susan Rae', written over the typed name.



**Agenda Sheet for City Council Meeting of:**  
10/14/2019

<b>Date Rec'd</b>	10/1/2019
<b>Clerk's File #</b>	OPR 2019-0852
<b>Renews #</b>	

<b>Submitting Dept</b>	FIRE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE ORMSBY 6287	<b>Project #</b>	
<b>Contact E-Mail</b>	MORMSBY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	AGREEMENT WITH SREC FOR FIRE DISPATCH SERVICES		

**Agenda Wording**  
 Agreement with SREC to provide back-up Fire dispatch services to the City of Spokane. *@ \$80 ah hour cost to city*

**Summary (Background)**  
 SREC began operation on July 1, 2019. Several City of Spokane fire dispatchers went to work for SREC creating a shortage of dispatchers to cover all City shifts. This agreement will allow SREC employees to provide backup dispatch services when needed.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Expense	\$ 100,000 not to exceed	# 1630-35210-28200-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session</b>	10/7/19
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Other</b>	
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	ODLE, NATHANIEL	bschaeffer@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	JAtwood@spokanecity.org	

<b>Additional Approvals</b>	
<b>Purchasing</b>	

APPROVED BY  
 SPOKANE CITY COUNCIL.  
*10/14/19*  
*Loni Hyster*  
 CITY CLERK

**AGREEMENT BETWEEN  
THE CITY OF SPOKANE AND  
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS  
REGARDING TEMPORARY 9-1-1 DISPATCH BACKUP SUPPORT SERVICES**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington, (the "City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors.

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Resolution 2018-0245, as amended by Spokane County Resolution 18-0772, as further amended by Spokane County Resolution 19-1152, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, The Spokane Fire Department is experiencing a shortage of trained and available Fire Communication Specialists. It is anticipated Spokane Fire Department will have only five (5) full-time equivalent ("FTE") employees after July 23, 2019. Spokane Fire Department staffing coverage will be reduced to one (1) fire communication specialist per shift and one (1) relief fire communication specialist during this staffing shortage. While the Spokane Fire Department is in the process of hiring additional staff, it is anticipated that the Spokane Fire Department staff may not be able to cover all the vacated shifts; and,

WHEREAS, SREC is willing to provide the Spokane Fire Department with temporary backup support for 911 dispatch services while Spokane Fire Department hires and trains employees during its temporary staffing shortage; and

WHEREAS, chapter 39.34 RCW authorizes public agencies to contract with each other for services.

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms by which SREC will temporarily supplement Spokane Fire Department Dispatch level of service needs for emergency purposes and during this unanticipated staffing shortage.
  - A. **Personnel and Services.** SREC and SFD personnel may cover for each other during breaks. In addition, certain SREC personnel as available (the "SREC Mutual Aid Employees") shall provide the following services, on a

voluntary basis in excess of their regular work schedules as SREC employees, as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor, to the City on a month-to-month basis beginning August 1, 2019 (the "Services"):

Vacant shift coverage and daily staffing needs for breaks, 911 call answering, and any additional needs as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor. Additionally, SREC will attempt to cover shift vacancies unable to be filled by Spokane Fire Department with SREC Mutual Aid Employees, on a voluntary basis, who are fire-qualified dispatchers.

- B. Maximum Hours. The SREC Mutual Aid Employees shall not work in excess of 36 hours per shift, individually, while providing the Services to the City in addition to their regular SREC work schedule.
  - C. Facilities/Equipment/Software. SREC shall provide at no cost to the City all facilities, equipment and software necessary for the SREC Mutual Aid Employees to perform the Services.
  - D. Specific Location of Services. The SREC Mutual Aid Employees shall perform the Services at the Combined Communications Building, 1620 N. Rebecca Street, Spokane, WA 99217, or at other locations as mutually agreed upon by both Parties.
2. DURATION / TERMINATION. This Agreement is effective as of July 1, 2019 and shall continue unless and until terminated by either Party upon thirty (30) days written notice to the other Party. The Parties estimate the time needed for the Spokane Fire Department to resolve its staffing shortage will be not more than eighteen (18) months.
3. FEES AND INVOICES.
- Fees for the Services shall be billed by SREC to the City on a monthly basis in arrears, at the hourly rate of \$80.00 per hour, or portion thereof, for Services provided by any SREC Mutual Aid Employee .
4. TIMING OF PAYMENTS.
- SREC shall submit monthly invoices for payment to the City at 44 W. Riverside Ave. Spokane, WA 99201. The City shall submit payment within ten (10) days of receipt of invoice and remitted to SREC, 1620 N. Rebecca St., Spokane, WA 99217.

5. AUDIT / RECORDS. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and copy[audit] the financial records of SREC in support of the invoices for the Services. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
6. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Executive Director  
SREC  
1620 N Rebecca Street  
Spokane, Washington 99217  
Email: lmarkham@spokanecity.org

CITY: Mayor, City of Spokane  
808 W Spokane Falls Blvd  
7<sup>th</sup> Floor City Hall  
Spokane, Washington 99201  
Email: mayor@spokanecity.org

Copy to: City Attorney, City of Spokane  
808 W Spokane Falls Blvd  
7<sup>th</sup> Floor City Hall  
Spokane, Washington 99201  
Email: Mormsby@spokanecity.org

7. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.
8. RELATIONSHIP OF THE PARTIES. The Parties intend that this is a Mutual Aid Agreement only and not an employment or other agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

9. **INDEMNIFICATION.** Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, the City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of the City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the negligence of SREC, or its officers, agents or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the negligence of the City, or its officers, agents or employees.

10. **INSURANCE.** At its own expense, each Party shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. **Types of Required Insurance.**

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

Combined Single Limits per Occurrence: \$3,000,000

Annual Aggregate: \$5,000,000

2. Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee

Policy Limit: \$1,000,000

By Accident: \$1,000,000

By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 10 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:
1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
  2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
  3. All liability policies must provide coverage on an occurrence basis; and
  4. Liability policies shall not include exclusions for cross liability.
- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 10 and, if requested, copies of policies to the opposing party subject to this agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such



certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts.

D. Proof of self-insurance by a Party shall satisfy all insurance requirements of Section 10 of this Agreement.

11. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

12. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

13. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification, 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.

14. MISCELLANEOUS.

A. NON-WAIVER. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

B. ENTIRE AGREEMENT. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

- C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
  - D. HEADINGS. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
  - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
  - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.
15. RCW 39.34 REQUIRED CLAUSES.
- A. PURPOSE. See section 1 above.
  - B. DURATION. See section 2 above.
  - C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. SREC shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
  - E. AGREEMENT TO BE FILED. The City shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source. SREC shall place it on its web site or other electronically retrievable public source.
  - F. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. TERMINATION. See section 2 above.

H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: \_\_\_\_\_

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

By: \_\_\_\_\_  
Bryan A. Collins, Chair

Date: 10/17/19

CITY OF SPOKANE

By: \_\_\_\_\_  
*[Signature]*

Attest:

*[Signature]*  
Spokane City Clerk

Approved as to :

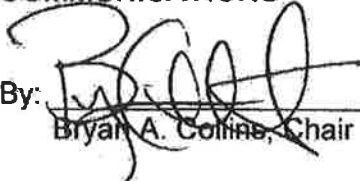
*[Signature]*  
Assistant City Attorney



H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Date: 11-7-19

SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS

By:   
Bryan A. Collins, Chair

Date: \_\_\_\_\_

CITY OF SPOKANE

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



# COVID-19

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CITYWIDE IMPACT REPORT

ITSD / HUMAN RESOURCES / ASSET MANAGEMENT & FLEET SERVICES

AUGUST 17, 2020



## Objectives


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1. Present departmental plans
2. Review impact on performance



# Agenda

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- Department Impact
    - ITSD
      - Eric Finch, Chief Innovation and Technology Officer
    - Human Resources
      - Amber Richards, Director
      - Meghann Steinolfson, Labor Relations Manager
      - Matt Lowmaster, Safety Manager
    - Asset Management & Fleet Services
      - Dave Steele, Acting Director – Asset Management
      - David Paine, Director – Fleet Services
  - Impacts on Performance Measures
- 

ITSD

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# ITSD Executive Summary

## Technology dependency and services significantly increasing

- Supporting a remote workforce and collaboration at enterprise scale not in past budgets.
- Significant and immediate increased need for hosted/web accessible systems and data.
- Technology a 24/7 operational driver for majority of departments to gain efficiencies at scale.

## We are in a reasonable reduced budget position to meet these expanded needs

- Core services and in-progress initiatives continue to be resourced for our departments.
- ITSD staff have done a great job reacting quickly and adding services without significant new cost.

## Flexibility to our Departments' needs to innovate is key to successful service delivery

- We have creative department leadership leading technology evolution to increase efficiency and capacity. Increased technology investment is a normal artifact of this process.
- The best technology innovations are opportunistic and IT must have agility to meet evolving needs that were not budgeted 18 months prior during the normal cycle (like COVID-19 remote work support)
- Departments don't always provide input on next year technology needs when ITSD does it's budget.

## Related Articles

- [With shrinking budgets, finance spending goes to new tech – CFODIVE](#)
- [CFOs See Tech Grabbing Larger Share of a Shrinking Budget – CFO.com](#)
- [Five Things To Expect From Cuts In CIOs' Tech Budgets Due To COVID-19 – Forbes](#)
- [Tech Spending Boosted by Covid-19 in Second Quarter: This Is IT – Bloomberg](#)
- [5 Technology Budget Tips for Hard Times – Government Technology](#)
- [Tech Spending in Local Government: Why Across the Board Budget Cuts Will Not Work This Time - CompTIA](#)

# ITSD Core Service Model

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Help Desk Services	2,300+ computers, laptops, and printers.
Network Infrastructure	300+ maintenance and support contracts
Application and Data Systems	414 enterprise network switches and routers
GIS	60+ applications
Data Center – Enterprise Services	75 Terabytes of data
Cloud Services	35 miles of fiber infrastructure
Telephone	Two datacenters (City Hall and CCB)
IT Administration	Cloud based applications and services
Mail Center	500+ Telecommuting connections
	Video conferencing services
	Cyber Security
	WebEx and Microsoft Teams services
	2,000+ IP phones and Smart Phones

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# ITSD Current Service Model - Under COVID-19

95% ITSD staff telecommuting

Applications upgrades continue, but timelines are being extended

Network equipment upgrades/replacements continue, but timelines are being extended

Re-architecting Enterprise Network for resiliency, high-availability, increased security, and increased capacity

Microsoft Cloud migration – OneDrive, SharePoint, Teams, Exchange, and Azure

Fiber infrastructure partnerships and projects – TDS, Verizon, West Plains, WSDOT, STA, County, and WSU

WebEx - 7,108 meetings have been held, for a total of 270,474 meeting minutes, with 31,241 total participants

43 Cisco Meraki remote phone devices were deployed (i.e., 311, Engineering, HelpDesk) for telecommuting.

101 Cisco Jabber softphones installed on PCs for telecommuting staff.

Microsoft Teams has 387 Active Users and 61 Teams

Averaging 500+ telecommuting VPN sessions per day.

Installed 30 Citrix and 25 GoToMyPC licenses for telecommuting needs

PC replacement cycle reduced by 75%

Establish IT services for new downtown Police Precinct

WebEx Video Conferencing – Gartner Building and Conference Room 5A

# ITSD Q1 Performance

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## **IT Response Team completed 40+ projects to enable city departments/services to function under COVID conditions**

- Increased VPN/Remote capacity access from 25 to over 500
- Expanded Video conferencing services utilizing Webex
- Expanded Microsoft Teams to all departments for online collaboration (video, file sharing, instant messaging, etc.)
- Online FAX solution for confidential COVID related data
- Installed new telecommuting data and telephone solutions for 311, Helpdesk, Engineering, and key individuals
- Delayed overall PC replacements – critical replacements only

Continuing efforts to improve network infrastructure based on Pre-COVID discovered issues and deficiencies  
10% increase on Service Level tickets associated with telecommuting needs

**Note:** IT Service Levels continue uninterrupted through the COVID efforts listed above with minimal overall impact to the city departments



# ITSD Budget Impact 2020-2021

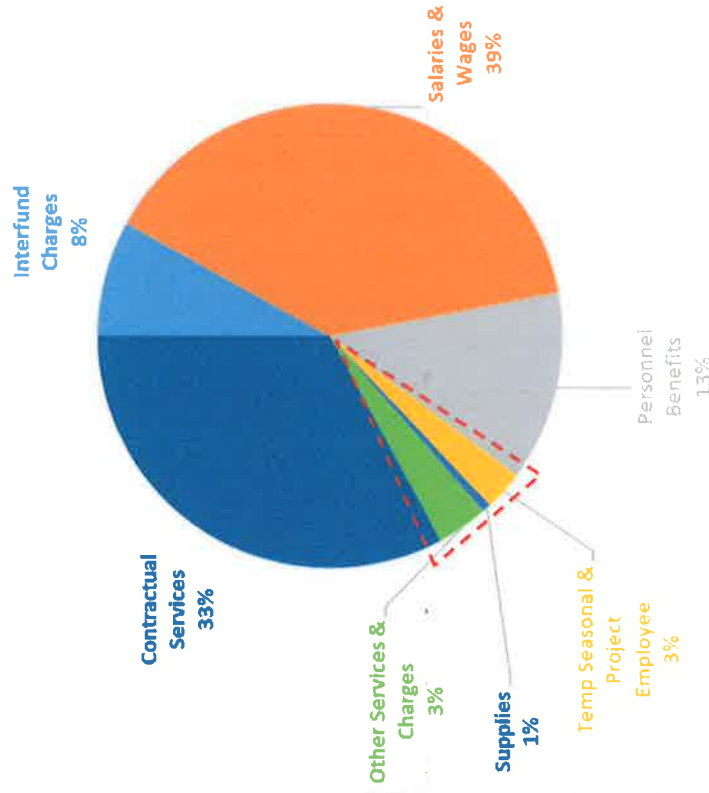
## 2021 Budget Breakdown

### 2020

- Meet expanded remote work and total service requirements within the budget reduction target with CARES allotment (\$168K).
- This includes expanded effort on critical network replacements, expanding telework and teleconference capability, and resourcing critical application and fiber infrastructure projects.

### 2021

- Can meet expanded service catalog through reductions in non-priority services and realignment of capital fund charges. This is good news as request for technology services are increasing.
- 93% of the ITSD budget is directly attached to personnel and multi-year City service-dependent technology services/contracts.
- Reductions in technology costs require department stakeholder prioritization discussions to determine what department services are impacted, reduced or eliminated.



# Human Resources

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# HR DEPARTMENT

COVID-19 Related Service/Financial Impacts



# Core Service Model – Normal Ops

Operations consist of 6 service pillars largely built on an in-person, on-site, paper-based delivery model.

HR  
Business  
Partners

Labor  
Relations

Employee  
Benefits

Employee  
Safety

Workers  
Comp

Core  
Business  
Services

# Response and Recovery – Focus on Employee Support and Safety

## *Significant role in EOC and City workforce response Mar-May*

- Safety team members on rotation as Safety Officer
- Provided city personnel to fill critical EOC support roles Policy work and development in response to the impacts of COVID-19.
- Developed Manager and Employee FAQ's, provided 7-day/week support to employees, management and labor partners.
- Approved 10,943 hours of Emergency Paid Sick Leave and FMLA to date.
- Supported employees and City operations in the transition to teleworking and the impacts of childcare.
- Negotiated MOUs with labor partners to allow the City the ability to effectively modify operations in response to COVID-19.
- Mitigated significant risk as the result of proactive policy development, and employee support efforts.

# Response and Recovery – Focus on Employee Support and Safety

## *Significant role organizationally Mar-Present*

- Attention now turned toward preparations for Phase III/Reopening plan
- Management of Positive COVID-19 cases within employee population
  - Contract implemented for on-call cleaning and sanitization of infected worksites
  - No-cost COVID testing available to FTE's. The City is covering all COVID-related medical costs through December 31, 2020.
- Communication
- Employee wellbeing/stress management

# Silver Linings!

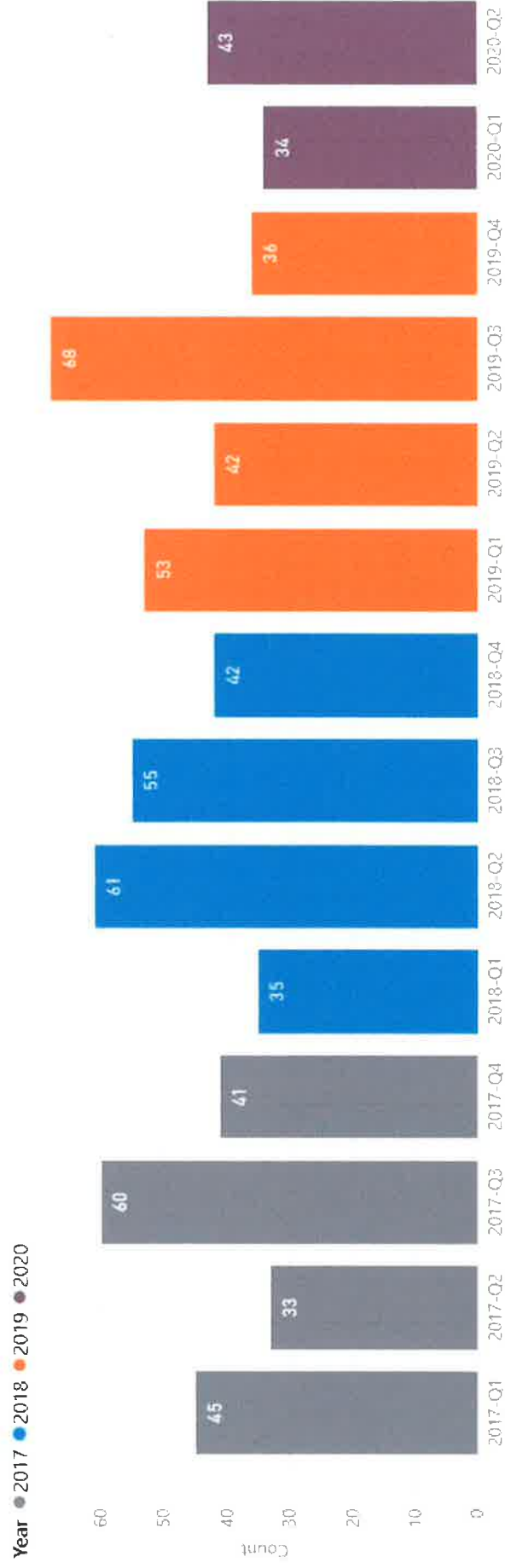
- Evolved to deliver NEO virtually
- Paper processes largely converted to electronic
- Evolved most meetings to a virtual format i.e. labor management, new hire orientation, interviews, etc.
- Transitioned to digital signatures on all documents, allowing contractual agreements and other time sensitive documents to be executed without disruption.
- Teleworking has increased capacity through reduction in disruptions
- Long term benefit – process improvements contributed to increased efficiency and capacity, allowing staff to focus more time and effort toward additional priorities.

# PERFORMANCE MEASURES



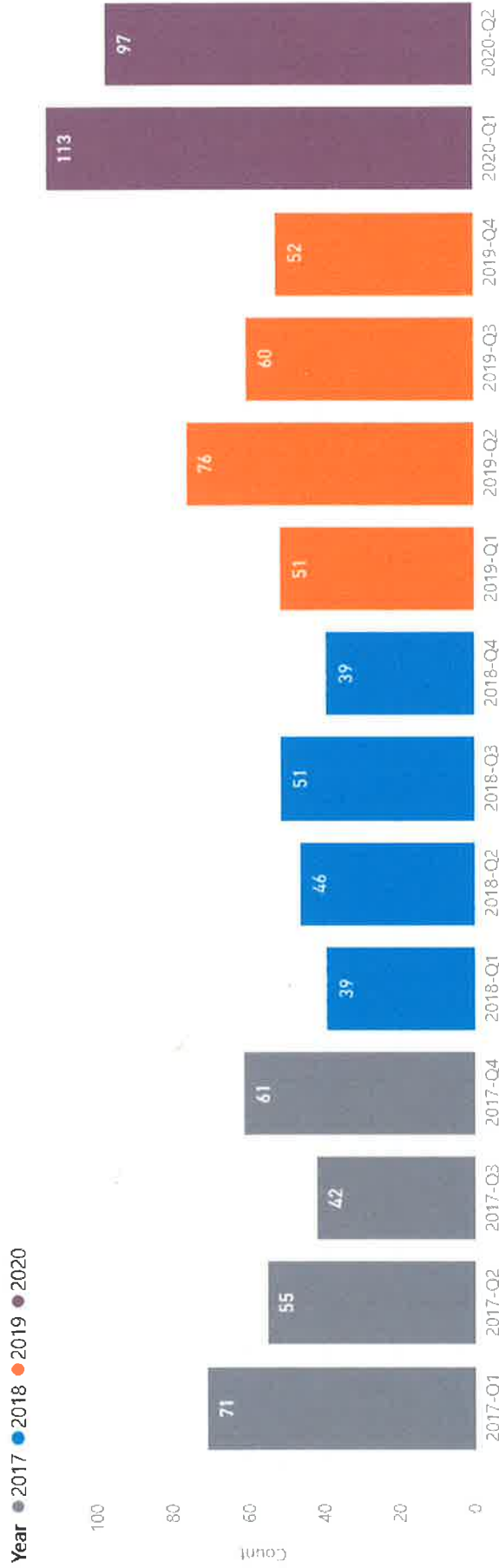
## Number of recordable cases

Recordable cases are injuries at work, which result in further medical treatment beyond First Aid. OSHA/DOSH provide criteria that determines what is considered recordable. The purpose of measuring recordable cases are to show how many employees are needing further medical assistance as a result of their injury.



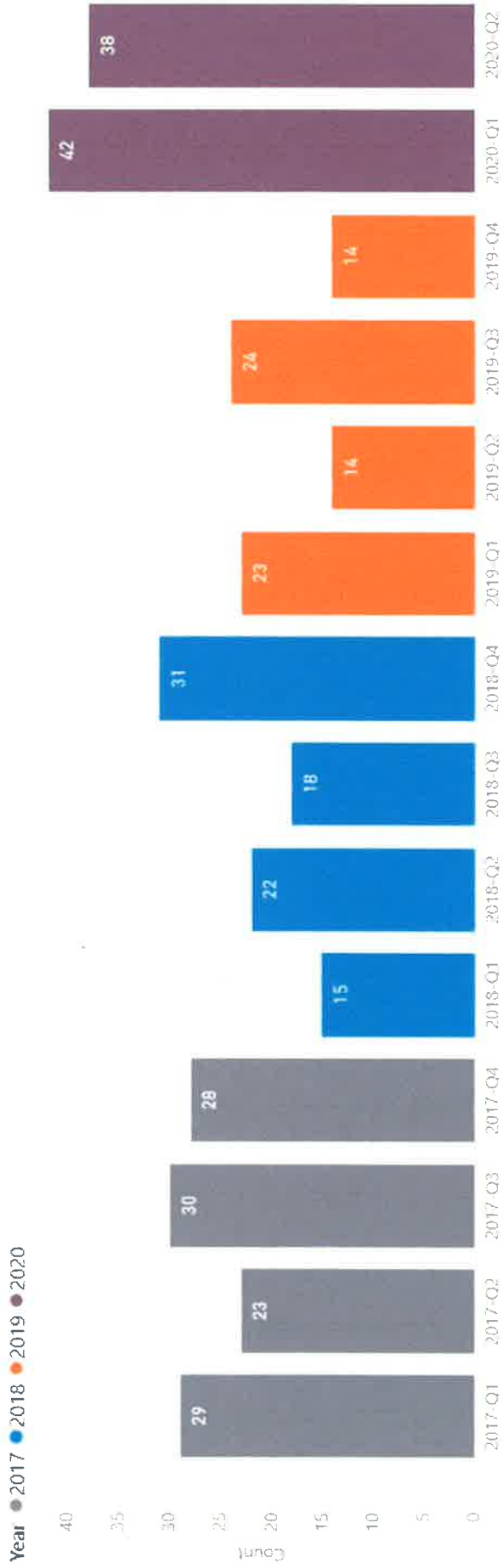
## Number of incidents

Number of incidents help provide trending data on common injuries throughout the City and/or department. Measuring incident data allows Safety to better focus on specific causes of injuries, or new trending causes.



## Number of time loss cases

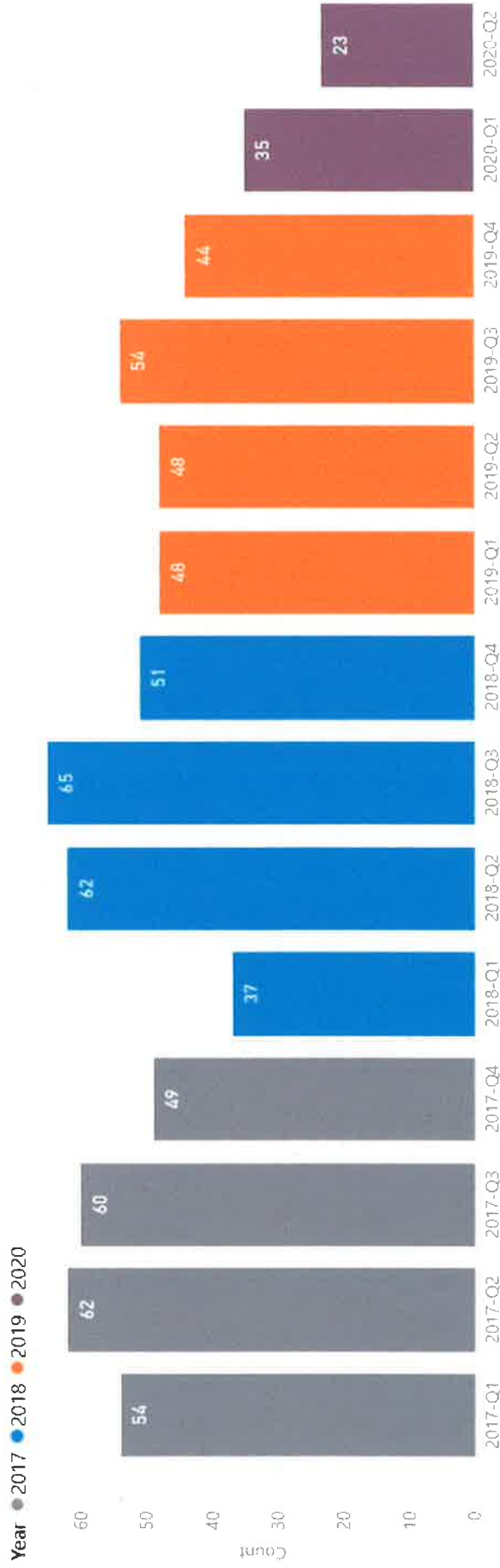
Time Loss shows how many employees are off of work due to their injuries. Measuring time loss allows Safety and Worker's compensation to track the effectiveness of our light duty program.





## Number of medical cases

Medical data shows an injury, which resulted in the employee seeking medical treatment, but did not rise to the level of a recordable case. Measuring medical data allows Safety to better focus on specific causes of injuries that are resulting in medical treatment.



# Asset Management & Fleet

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## Core Service Model – Asset Management

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- Asset Management is responsible for management of real estate and facilities for all City Departments. This is approximately 130 structures and 1,450 parcels (includes Parks).
- This includes the acquisition, disposition, and leasing of real property, the development of property and facilities, and the maintenance of facilities city wide, including preventative maintenance, emergency maintenance, and custodial care.



# Current Service Model – Asset Management

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- For Asset Management, current service model needs have changed very little.
- Property and property right acquisition still has to be completed for engineering projects and property leases still have to be maintained. Project development (such as the Downtown Police Precinct) still need to be completed. Ongoing maintenance of facilities city wide still has to occur (i.e. HVAC maintenance, pumps, boilers, roof replacements).
- As is to be expected, custodial services have been significantly impacted, significant increases in sanitization needs have far outstripped Asset Management staffs' ability to provide service.

# Response and Recovery – Asset Management

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- In response to COVID-19 Asset Management has had to incorporate social distancing, PPE, and sanitization into our mission without completely stalling in our provision of services.
- Facilities such as the Intermodal are under pressure from tenants needing cost relief, increased security needs, and significantly increased sanitization needs.
- Significant delays in manufacturing and availability of equipment and parts has slowed response times on repairs and construction.
- Sanitization contracts have been set up with the help of Purchasing to allow Asset Management Staff to continue delivering core custodial services, while addressing sanitization needs as they arise.



# Response and Recovery – Asset Management

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- Opening facilities for normal employee and public access will put significant pressure on staff to maintain sanitization levels, and stress the requirements for PPE.
- To facilitate this eventuality, staff has been working with various departments to install sneeze guards at public counters, providing sanitization stations at each lobby door in City Hall, providing disposable masks for visitors, is in the process of ordering and installing high efficiency UV air filters to eliminate viral contamination through air systems, and is working with IT to provide technology solutions in conference rooms to allow additional teleconferencing.



## Silver Linings – Asset Management

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- Asset Management provides a significant level of “nuts and bolts” services, services that require people and parts or equipment to achieve success.
- COVID-19 has not created opportunities on the delivery portion of the workload, but has aided in the transition to electronic service requests, electronic signatures, and has helped to more tightly integrate technology into our mission.
- This will continue to provide better service delivery as technology comes online, and becomes more familiar to staff.



# COVID - 19 UPDATE

FLEET SERVICES 2020





# The Mission of Fleet Services

Our mission is to establish efficient and effective delivery of City services by providing Customer departments with safe, reliable, economical and environmentally sound transportation and related support services that are responsive to their needs and that conserve vehicle value and equipment investment.



# Fleet Services Designation as Mission Essential

- ▶ Administration Staff (2) are able to work remotely
- ▶ Maintenance and Parts Staff have
  - ▶ Continued to work with minimal shift modifications
  - ▶ Conformed well to the:
    - ▶ Social Distancing requirements
    - ▶ Face covering requirement
    - ▶ Sanitization efforts



# COVID - 19 Impacts on Fleet Services Ability to Perform its Mission

- ▶ Little to no impact on our ability to perform our mission
- ▶ Budget neutral for 2020 - potential for some favorability
- ▶ A very limited number of spare parts were negatively impacted
- ▶ 2 contact cases that required testing with negative results



## In the Face of COVID - 19

- ▶ Budget slightly favorable for 2020
- ▶ Staffing @ 94% - highest in 2 years
- ▶ Increase in Planned - up 2.7%
- ▶ Increase in PM Compliance - up 10%
- ▶ Decrease in Average Downtime - down 12.7%



# Remainder of 2020

Social distancing, wearing of face coverings, continuation of our sanitization efforts in common use areas, mental awareness and comradery within the department to keep one another safe are our weapons against the virus.

- ▲ Fleet has not been negatively impacted by the COVID - 19 pandemic neither financially nor in our staffing.
- ▲ The Staff remains vigilant and dedicated to providing quality services to our customers.
- ▲ Risks to exposure via customers and customer vehicles is the greatest concern.
- ▲ Fleet sees no further obstacles to its mission going forward

# Summary

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- Departmental plans and experiences
- Impact on departmental performance



# Sources

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Click the button below to access the City's Employee Portal for COVID-19 information:

[\(Click Me\)](#)

Alternatively, the schedule for future study sessions can be found on the City's SharePoint site:

[SharePoint > Budget > Financial Roadmap Calendar](#)



# Finance Committee Briefing

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AUGUST 17, 2020

IV.  
w, i, j & k)





# Special Reports

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1. Public Safety SIP Loan Refinance Options
2. COVID-19 Cost Update
3. 2020 Cost Containment Tracking & Reporting
4. General Fund Reserve Status



# Public Safety SIP Loan - Last Session

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## July 20<sup>th</sup> Finance Committee

- **Refinance outstanding \$19.0 million at low interest rate amortized over 15 years, but payable in 5 years**
- Transfer \$1.5 million instead of \$5.8 million in 2020 to address impact of COVID-19 on the General Fund
- Discontinue SIP borrowing except in unusual circumstances
  
- Incentivize Police and Fire to achieve annual operating savings by allowing them roll forward those amounts into respective equipment plans as one-time contributions to either:
  - Provide for additional, unplanned equipment needs
  - Pay down debt obligations
  
- Increase annual General Fund Funding Level based on the Construction Costs Index or Municipal Cost Index beginning in 2021

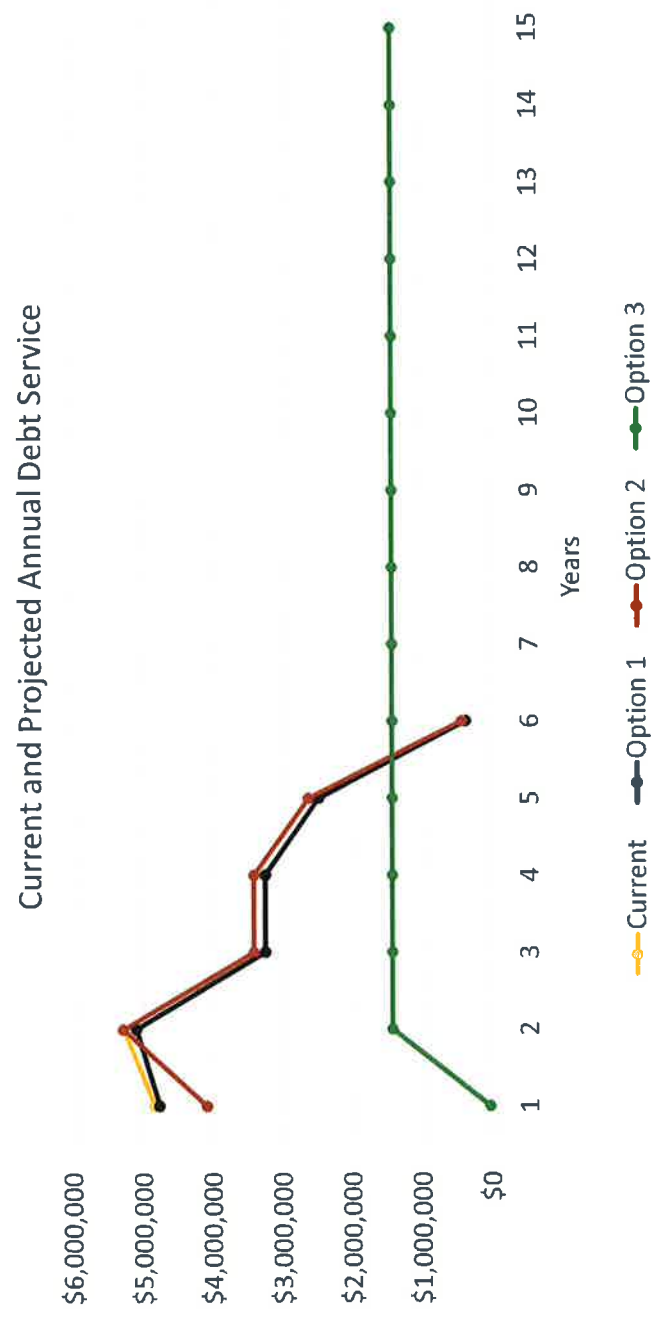


# SIP Loan Refinance Comparison

	Option 1 – Straight Refinancing	Option 2 – Front Loaded Refinancing	Option 3 – Bundled & Extended Refinancing
Dated Date	8/31/2020	8/31/2020	8/31/2020
Total Principal Amount	\$19,030,040	\$19,030,040	\$19,030,040
True Interest Cost*	0.72%	0.72%	0.72%
Average Life	1.792 yrs	1.877 yrs	7.620 yrs
Net Present Value Savings	\$748,139	\$748,141	\$748,163
Savings in Dollars	\$757,188	\$745,499	-\$41,279
NPV % of Savings	3.931%	3.931%	3.931%
2020 GF Savings	\$60,397	\$745,499	\$4,804,470
Highest Annual Debt Service	\$5,112,537	\$5,295,137	\$1,431,386

\* True Interest Cost is subject to change, consists of 5-year Treasury Rate plus 0.50%.

# Debt Service Chart



# Annual Debt Service

Year	Debt Service		
	Current	Option 1	Option 2
1	4,838,805	4,777,868	4,093,306
2	5,295,138	5,112,327	5,295,138
3	3,413,639	3,255,749	3,413,639
4	3,414,268	3,256,377	3,414,268
5	2,633,220	2,491,464	2,633,220
6	437,694	381,789	437,694
7			1,431,386
8			1,431,386
9			1,431,386
10			1,431,386
11			1,431,386
12			1,431,386
13			1,431,386
14			1,431,386
15			1,431,386
	<b>20,032,764</b>	<b>19,275,576</b>	<b>19,287,264</b>
			<b>20,074,042</b>

# Savings/Flexibility Created

	Option 1	Option 2	Option 3
2020	\$60,937	\$746,712	4,804,170.14
2021	182,810	0	3,863,751.44
2022	157,890	0	1,982,253.19
2023	157,890	0	1,982,881.39
2024	141,756	0	1,201,834.05
2025	55,904	0	-993,692.60
2026	0	0	-1,431,386.25
2027	0	0	-1,431,386.27
2028	0	0	-1,431,386.24
2029	0	0	-1,431,386.23
2030	0	0	-1,431,386.22
2031	0	0	-1,431,386.24
2032	0	0	-1,431,386.25
2033	0	0	-1,431,386.25
2034	0	0	-1,431,386.27
Total	\$757,188	\$746,712	-\$41,278

Savings = difference between "Current Debt Service" and optional debt service

## SIP Decision Request

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- ▶ City Council is requested to approve a preferred refinancing option of the City's Public Safety SIP Program in order to recognize cash savings to the General Fund in 2020 and interest savings in the program.
- ▶ Request a decision by Aug. 31<sup>st</sup>, the Public Safety Committee Meeting.



# COVID-19 Cost Update

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Tyler Benner, Internal Auditor





# 2020 Cost Containment Tracking & Reporting

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- 2020 General Fund Cost Containment efforts:
  - Began in **April**, with monthly financial updates on projected revenues
  - Administration reviewed departmental submission in **May**
  - Report presented to CC in **June**
  - Details reviewed with CC in **July**
  
- August 2020
  - Created a “COVID Cost Containment” reserve code in each fund
  - Transferring identified budget from departmental submission to reserve – basically “parking” the authority
  - Reserve amounts will be reported on Monthly Financial Report to inform CC
  - Any transfer/use from the account will require CAO and CFO approval and be reported to CC
  - Preserves City Council budget authority



# 2020 General Fund Deficit

Projected Deficient (June 2020 Monthly Report) (\$18,619,000)

## Departmental Cost Containment Efforts:

- Salary Savings from Vacancies \$ 4,780,000
- Supplies & Services 1,623,000
- Travel 180,000
- Temp/Project Staffing 173,000
- Other Cost Reductions 1,200,000

## **Total Departmental Cost Containment Efforts**

**\$7,956,000**

## *Proposed Public Safety SIP Refinancing*

\$4,300,000

## **Use of Reserves**

**\$6,363,000**



# General Fund Reserves\*

Revenue Stabilization Reserve: Mitigate material revenue shortfall expected to persist through the fiscal year and no longer than 3 years.

- ✓ Current balance = \$7.2 million or 3.5% of budgeted revenues
- ✓ Projected revenue shortfall = \$14.2 million

Contingency Reserve: Meet extraordinary expenditures whereby the circumstance was unforeseen and unavoidable, threatens health and safety of citizens, unanticipated one-time expense to address an unfunded mandate, or to fund a significant operating efficiency resulting in future cost-savings.

- ✓ Current balance = \$20.7 million or 10% of budgeted expenditures

Unappropriated Fund Balance: Meet any need deemed appropriate and unbudgeted from current revenues

- ✓ Current balance = \$19.6 million

\* Revenue Stabilization Reserve, Contingency Reserve, and Unappropriated Reserve only  
Source: SMC Section 07.08.010

# General Fund Reserve Balances

Hypothetical and intended to demonstrate impact

General Fund Reserve Report			
Aug-20			
	Beginning Balance	Source/(Use)	Ending Balance
<b>Revenue Stabilization Reserve</b>	7,248,506		
Revenue Loss Coverage		(14,200,000)	
PS SIP Savings		-	(6,951,494)
2020 Cost Containment		-	
<b>Contingency Reserve</b>	20,691,844		
Emergency Shelter Facilities (QR1)		(49,766)	
COVID-19 Response Cost		-	20,642,078
<b>Unappropriated Reserve</b>	19,612,969		
Permanent Housing Projects (QR1)		(280,000)	
SCRAPS Contract Increase (QR1)		(110,000)	
Emergency Management (QR1)		(151,800)	
Labor Agreements in excess of Budget		-	
Efficiency Investments		-	
Other/Future Funding Gap		-	19,071,169
<b>TOTALS</b>	<b>47,553,319</b>	<b>(14,791,566)</b>	<b>32,761,753</b>

General Fund Reserve Report			
Aug-20			
	Beginning Balance	Source/(Use)	Ending Balance
<b>Revenue Stabilization Reserve</b>	7,248,506		
Revenue Loss Coverage		(14,200,000)	
PS SIP Savings		4,300,000	
2020 Cost Containment		7,000,000	4,348,506
<b>Contingency Reserve</b>	20,691,844		
Emergency Shelter Facilities (QR1)		(49,766)	
COVID-19 Response Cost		(3,500,000)	17,142,078
<b>Unappropriated Reserve</b>	19,612,969		
Permanent Housing Projects (QR1)		(280,000)	
SCRAPS Contract Increase (QR1)		(110,000)	
Emergency Management (QR1)		(151,800)	
Labor Agreements in excess of Budget		(10,000,000)	
Efficiency Investments		(2,000,000)	
Other/Future Funding Gap		(3,500,000)	3,571,169
<b>TOTALS</b>	<b>47,553,319</b>	<b>(22,491,566)</b>	<b>25,061,753</b>

# Summary

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1. Public Safety SIP Loan Refinance – pending affirmative direction
2. COVID-19 Cost Update – reviewed status of costs & sources of funding
3. 2020 Cost Containment Tracking & Reporting - moving budgetary amounts to “parking lot”
4. General Fund Reserve Status – reviewed uses & balances





# City Of Spokane

COVID-19 Update 08/17/20

# Today we will discuss



Program Offerings

City's Community Response

City Cost & Dollars Breakdown

# Comprehensive Program Offerings

\*\*Note Graph Not to scale\*

Amount Awarded to Date

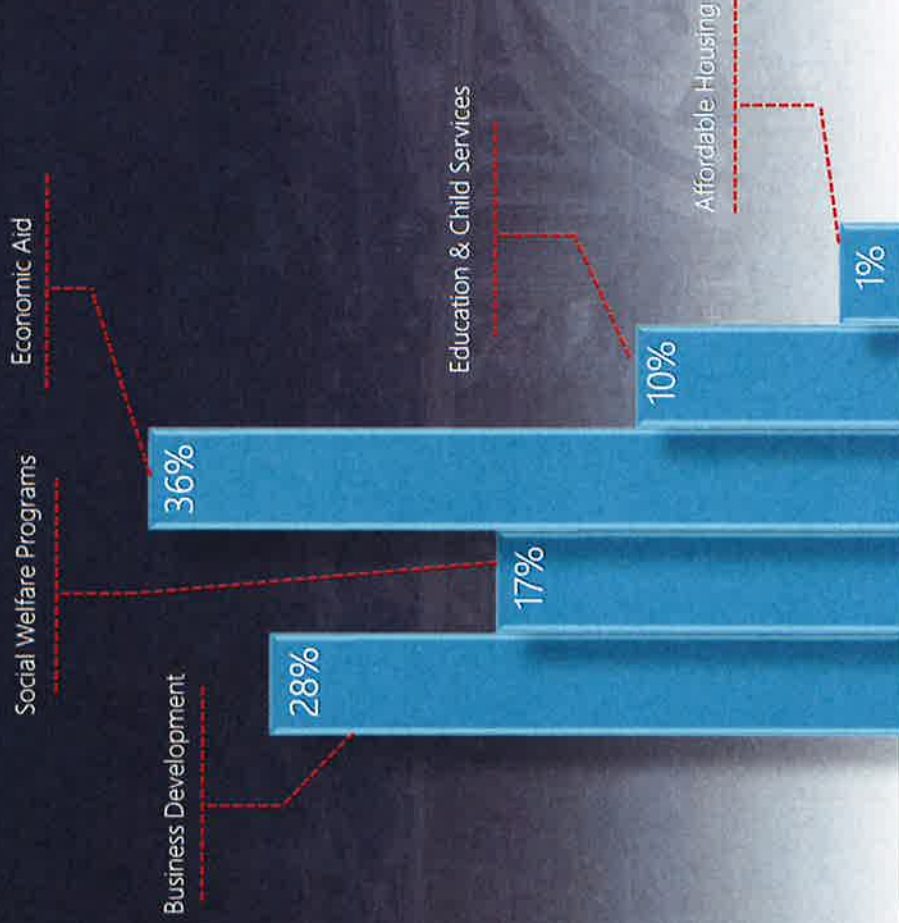
\$ 2,902,815

Current Activities

6 contracts have been awarded in categories (left)

Upcoming Activities

Consideration of 2<sup>nd</sup> Round of RFP's on or around August 23<sup>rd</sup>.





# City's Community Response

## Sheltering

- Mission
  - Shelter contract-Emergency Solutions Grant
  - Renovation, Misc. Costs-County CARES funds
  - **Public Works Contract \$ 352,487 + 1k (Costs and Enc.)**
- Arena
  - Operator-Commerce
  - **All other costs- Determining \$ 440,038 (Costs & Enc.)**
- Library
  - Commerce
- Isolation Center
  - County FEMA

## Emergency Response

- Incident Management Team
  - City/County FEMA/CARES
- Emergency Operations Center
  - City/County FEMA/CARES

# COVID-19 Expenses

To Be Determined

FEMA

- Sanitation Supplies
- Personal Protective Equipment
- Protective Devices, i.e. Thermometers
- Repair and Maintenance
- Operating Supplies
- Distancing Equipment for Public Spaces
- Category-B Emergency Response (Payroll & Salaries)

Allowed

- Contractual Services

Disallowed

- Increased Costs
- Revenue Replacement
- Recreational Subscriptions
- Paper and Charges
- Unrelated Software

COVID Relief Eligible

- Software Licenses
- First Responder Meals
- Light Refreshments
- Routers
- Computer Equipment
- Non-Capital Software
- Minor Equipment
- Re-Deployed Personnel
- Emergency Leave
- FEMA Match

6,660,000

# Dollars Breakdown

	Goods and Services	FEMA	CARES
<b>CHARGES</b>			
PAYER	\$756,468.85		
FEMA NET @ 75% CARES 25%		\$633,455.98	\$75,702.00
CARES EST 20.6%		\$475,092.99	\$158,364.00
			\$47,309.88
	<b>\$756,468.85</b>	<b>\$475,092.99</b>	<b>\$281,375.88</b>
	Wages and Salary	FEMA	CARES
<b>CHARGES</b>			
PAYER	\$676,288.71		
FEMA NET @ 75% CARES 25%		\$410,632.03	\$265,656.69
CARES Items		\$307,974.02	\$102,658.00
CARES EST 20.6%			
	<b>\$676,288.71</b>	<b>\$307,974.02</b>	<b>\$368,314.69</b>
	Em Leave/FMLA	FEMA	CARES
<b>CHARGES</b>			
	\$669,599.58		
			\$ 669,599.58
	<b>\$669,599.58</b>	<b>\$0.00</b>	<b>\$669,599.58</b>
		<b>Total FEMA</b>	<b>Total CARES</b>
		<b>\$783,067.01</b>	<b>\$1,319,290.15</b>

CARES Allocated	\$ 6,660,000
Awarded to Date	(\$ 2,902,815)
Remaining	\$ 3,757,185
<b>CARES *Eligible*</b>	<b>\$ 1,319,290</b>
Cost overrun - Holdback	\$ 500,000
Sheltering Actual and Encumbered	\$ 803,526



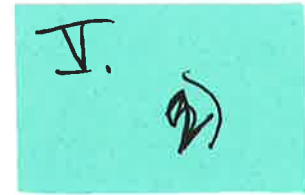
Numbers are Actuals and Est through the end of the year. Presumptive eligibility approximate & subject to change\* Benefit Rate Est @ 18.76% for Overtime and 28.14% for Redeployed Personnel Overtime codes sum uniform overtime and overtime. EM Leave Est Ends October 31st.



THANK YOU



**GENERAL FUND FINANCIAL SUMMARY - 2020**  
July 31, 2020



		<u>Actual %</u>
<b>BEGINNING BALANCES* (actual as of 12/31/2019, unaudited)</b>		
-Assigned Funds for Encumbrance Rollover	2,989,424	
-Revenue Stabilization Reserve Balance (target 3.5% of revenues)	7,248,506	3.5%
-Contingency Reserve Balance (target 10.0% of expenditures)	20,691,844	10.0%
-Unappropriated Fund Balance	<u>19,612,969</u>	
<b>Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated)</b>	<b>47,553,318</b>	
<i>% of Adopted Revenues</i>		23.0%

<b>2020 Adopted General Fund Revenues</b>	207,100,161	
Add - Other COVID-19 Relief Funding	TBD	
Add - FEMA Reimbursement**	TBD	
Add - COVID-19 Relief Funding (City Distribution)	6,660,000	
Add - 2020 Approved Budget Changes QR3	76,678	
Decrease - Sales Tax Revenue Loss (COVID-19)	(7,300,000)	
Decrease - Other Revenue Loss (COVID-19)	<u>(7,900,000)</u>	
<b>Adjusted General Fund Revenue</b>	<b>198,636,839</b>	<b>198,636,839</b>

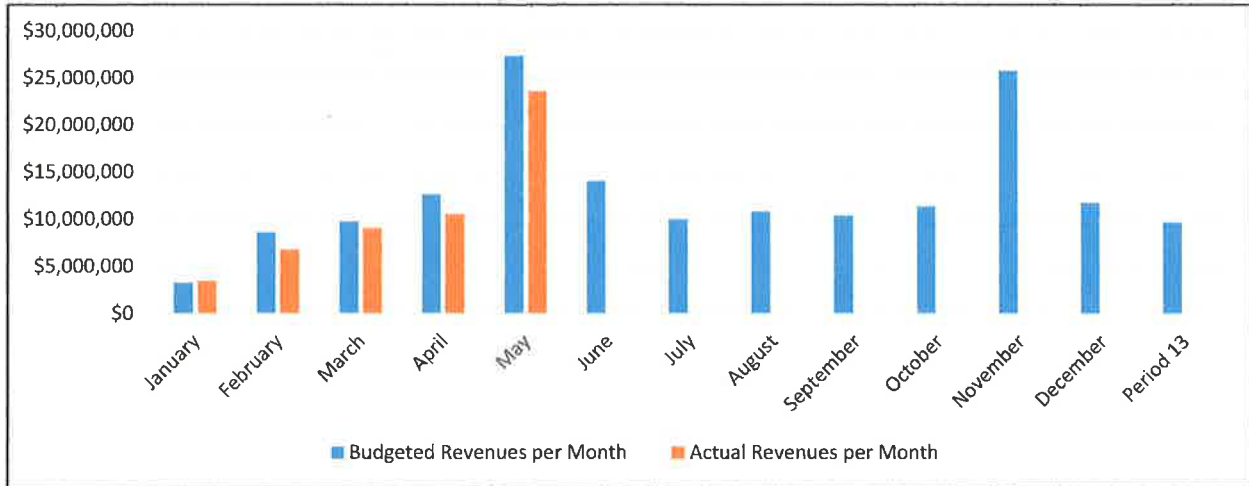
<b>2020 Adopted General Fund Expenses</b>	206,918,438	
Add - 2019 Encumbrance Rollovers	2,989,424	
Add - 2020 Approved Budget Changes QR1	591,566	
Add - 2020 Approved Budget Changes QR2	-	
Add - 2020 Approved Budget Changes QR3	76,678	
Add - Potential Guild Agreement	6,219,000	
Add - COVID-19 Response Expense	3,500,000	
Add - City Re-Opening Costs	250,000	
Add - Other Community COVID-19 Response Expense	2,910,000	
Decrease - Salary Savings from Vacancies	<u>(4,780,000)</u>	
Decrease - Expense Control	<u>(3,176,000)</u>	
<b>Adjusted General Fund Expenses</b>	<b>215,499,106</b>	<b>215,499,106</b>

		<u>Actual %</u>
<b>PROJECTED ENDING BALANCES</b>		
-Assigned Funds for Encumbrance Rollover	-	
-Revenue Stabilization Reserve Balance (target 3.5% of revenues)	6,719,189	3.5%
-Contingency Reserve Balance (target 10.0% of expenditures)	19,963,068	10.0%
-Unappropriated Fund Balance	<u>6,998,218</u>	
<b>Total Available Reserves</b>	<b>33,680,475</b>	
<i>% of Adopted Revenues</i>		17.0%

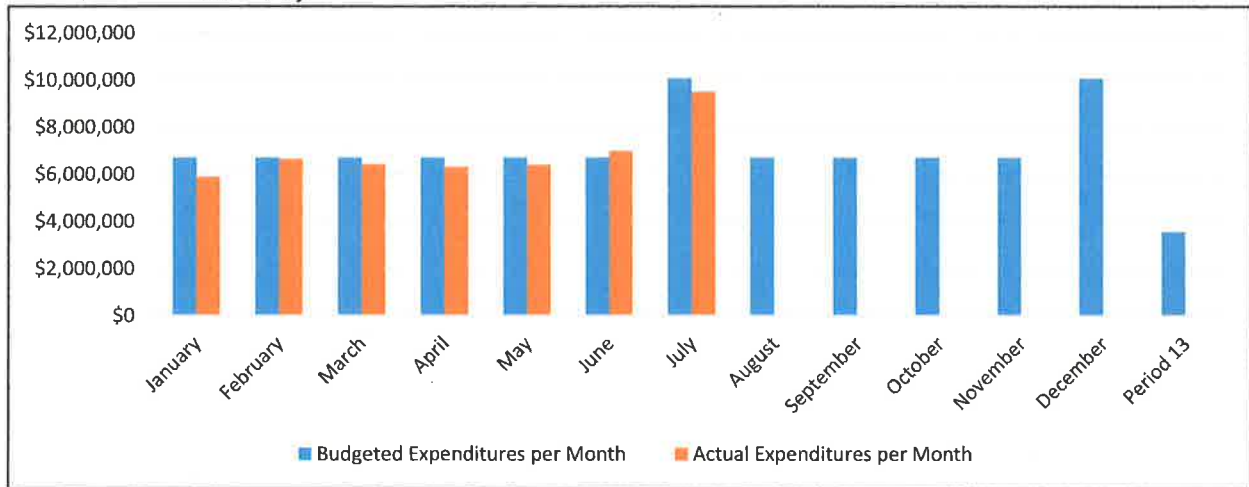
\*Per SMC 07.08.010, any General Fund revenue in excess of expenditures from 2019 will first be deposited into the Revenue Stabilization Reserve until that reserve reaches its targeted funding level

\*\*The City anticipates 75% reimbursement from FEMA for eligible costs

**REVENUE - SALES, PROPERTY, and UTILITY TAXES**



**EXPENDITURES - SALARIES, WAGES & BENEFITS**



**RESERVE ACCOUNTS**

