

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING**  
**AGENDA FOR MONDAY, MAY 3, 2021**  
**1:15 p.m. – Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on May 3, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually, and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above, or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

**AGENDA**

- I. Call to Order at 1:15 p.m.**
- II. Approval of Minutes**
  - [March 29, 2021 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
  1. [OPO Monthly Update – March 2021](#)
  2. [Photo Red Update \(SPD\)](#)
  3. [May Strategic Initiatives Report \(SPD\)](#)
  4. [1<sup>st</sup> Quarter Asset Forfeiture Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
  1. [Contract Renewal for Administration of False Alarm Program \(SPD\)](#)
  2. [Contract with Environmental Control of Spokane to Perform Janitorial Services \(SFD\)](#)
  3. [Consultant agreement with Cortner Architectural Company and SBO for A&E services for the Combined Communications Building \(CCB\) \(SFD\)](#)
  4. [2021 Arterial Chip Seal – Economic Recovery \(Public Works\)](#)
- V. Strategic Plan Session – Safe & Healthy**
  - Strategic Priority: Integrated 911/Dispatch
    - NONE
  - Strategic Priority: Integrated Response
    - NONE
  - Strategic Priority: Criminal Justice Reform
    - Sgt. Spiering K-9 Update (5 minutes)

- Strategic Priority: City-Wide Clean & Safe
  - NONE

**VI. Discussion Items**

**1. Staff Requests**

- Discussion about Lieutenants & Captains Tentative Agreement – Meghann Steinolfson (5 minutes)
- FireComm Staffing Update – Chief Schaeffer (10 minutes)

**2. Council Requests**

- C.O.P.S Proposal for Community Safety Positions – Patrick Striker & CM Kinnear (10 minutes)
- AMR Contract Discussion – Chief Schaeffer & CP Beggs (10 minutes)
- Proposed Ordinance Implementing Sign Fees for Graffiti & Visual Blight Abatement – Brian McClatchey & CM Kinnear (5 minutes)
- SBO for Fleet Replacement Funds – CM Burke (5 minutes)
- Discussion about Recruitment Underway for Civil Rights Position – CM Kinnear & CP Beggs (5 minutes)

**VII. State Legislative Update**

- Update on State Legislation Related to Policing – CP Beggs (5 minutes)

**VIII. Adjournment**

**Next Committee meeting will be held on June 7, 2021**

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – March 29, 2021***

Call to Order: 1:17 PM

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### **Attendance:**

**PSCHC Members Present:** CM Kinnear; CP Beggs; CM Stratton; CM Cathcart; CM Mumm; and CM Burke.

**Staff/Others Present:** Mike Ormsby, Chief Craig Meidl, Sargent Nathan Spiering, Assistant Chief Justin Lundgren, Dave Singley, Eric Olsen, Michael McNab, Craig Hamilton, Jay Kernkamp, Julie Humphreys, David Lewis, Paul Ingiosi, Tonya Wallace, Nathan Groh, David Paine, Ryan Campanella, Jordon Dixon, David Goldbloom, Sara Reijonen, Mary Lee McJimsey, Cindy McMahon, Charlie Moore, Leah Riedi, Craig Madsen, Brian McClatchey, Shauna Harshman, Giacobbe Byrd, and Hannahlee Allers.

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**Approval of February 1, 2021 minutes:** Motion to approve by CM Cathcart; M/S by CM Mumm. The committee approved the minutes from the March 1, 2021 PSCHC meeting unanimously.

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### **CONSENT AGENDA ITEMS**

#### **Monthly Reports:**

1. OPO Monthly Update – February 2020
2. Photo Red Update (SPD)
3. April Strategic Initiatives Report (SPD)

#### **Consent Agenda Portion:**

1. Police Commissioned Computers Replacement (SPD)
2. WTSC – FY21-FY23 Pedestrian & Bicycle Safety ILA (SPD)
3. Sexual Assault Kit Grant Amendment SBO (SPD)
4. Contract with Summit Law Group for SPD ULP Matters (Legal)
5. Amendment of Contract with Summit Law Group for Labor Negotiations (Legal)
6. Customer Relationship Management (CRM) Contract Renewal (IT)
7. Purchase of 12,000 96-gallon Single Stream Recycling Carts w/ Assembly, Delivery & Removal Services (Public Works)
8. Request to Install Security Camera (IT)
9. WA Auto Theft Prevention Program FY2021-2023 Grant Application (SPD)
10. Sole Source Declaration with Infor Public Sector for Their CAD (Computer Aided Dispatch) System (SFD)

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### **STRATEGIC PLANNING SESSION**

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#### **Strategic Priority: Integrated 911/Dispatch**

NONE

### **Strategic Priority: Integrated Response**

NONE

### **Strategic Priority: Criminal Justice Reform**

#### **Sgt. Spiering Update (5 minutes)**

Sgt. Spiering gave Council an update on how K-9s were deployed last month. In the month of March, there were 84 deployments and 1 contact. Sgt. Spiering compared deployments and captures to this time last year. The statistics were on par with last year. Sgt. Spiering highlighted a capture where a K-9 assisted in an arrest without use of force.

### **Strategic Priority: City-Wide Clean & Safe**

NONE

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## **DISCUSSION ITEMS**

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### **Staff Requests:**

#### **Ambulance Transport Agreement Discussion – Chief Schaeffer (5 minutes)**

Chief Schaeffer gave a brief overview of SFD's recommendation to extend the contract between the City of Spokane and American Medical Response (AMR). CM Kinnear asked if there is still a discussion about SFD doing transport. Chief Schaeffer said that there is not yet a legal path forward for that and, even if there were, it would be cost prohibitive to do so.

#### **Cold Case Unit Presentation – Major McNab (10 minutes)**

Major Michael McNab presented to Council on where SPD is now and what it would take to stand up a complete Cold Case Unit. Major McNab reviewed current statistics on unsolved cases. He pointed out that there doesn't appear to be a drop in unsolved cases as a result of DNA and CODIS technology, but there has been a noticeable drop in unsolved cases over the last 20 years. Major McNab briefed Council on the potential tasks, structure, and budget of a Cold Case Unit. Major McNab concluded that Cold Case Units provide justice for victims, closure for families and the community, and strengthen local confidence in the Police Department. He mentioned that there are staffing challenges even with adequate funding. He said it would take 1-2 years to stand up a Cold Case Unit. CM Cathcart asked if it would be possible to put out a job listing for someone already experienced and trained in this work. Major McNab said that would be something they would have to bring up with their Guild. CM Mumm pointed out that the cost to the community if someone is not caught is too large. She asked if SPD knows how many folks are in custody when they do clear the cases. Major McNab said from anecdotal experience it is a mixed bag. CM Stratton said she likes the concept of using retired detectives if SPD can make that work. She also encouraged SPD to utilize the C.O.P.S. Shops if possible. CP Beggs said that he thinks the funding for this unit is probably there and encouraged SPD to go through labor negotiations first. CM Kinnear said that this unit would be a tremendous benefit to the community.

### **E-Bike SBO Discussion – Sergeant Hamilton (10 minutes)**

Sgt. Craig Hamilton, who works out of the Downtown Precinct (DTP), presented to Council on SPD partnering with Bulls Bikes, USA to pilot the use of electronic bikes (eBikes) in the downtown core for the last two months. Sgt. Hamilton said that overall, the eBikes were a game changer in patrolling downtown. Officers were able to cover more mileage per day than with conventional bikes, they were more visible to the public, and officers were ready to perform whatever duties needed without being exhausted or fatigued. The eBikes allow the DTP bike unit to patrol the downtown core, Riverfront Park, portions of the Centennial Trail, the University District, and other neighboring areas including Peaceful Valley, Kendall Yards, and the lower South Hill. Sgt. Hamilton said that SPD also found that eBikes allow access to areas not accessible by car. He said that officers on eBikes are much more approachable, accessible, and accountable to the public, especially compared to officers in cars. Sgt. Hamilton highlighted that the eBikes are substantially more cost effective over patrol cars patrolling the DTP area. He said that SPD can outfit 5 eBikes for half the price of one patrol SUV. Sgt. Hamilton gave Council an overview of Bulls Bikes, USA and outlined SPD's current need, which he determined to be 5 eBikes. CP Beggs said that he is excited by this and that SPD has his full support. CM Mumm said this looks to be affordable and asked if they need a backup eBike. Sgt. Hamilton said they would take as many as they could get. CM Mumm suggested outfitting all 9 officers out of the DTP with an eBike and ordering an additional eBike as a spare. Sgt. Hamilton thought that would be a great idea. Sgt. Hamilton noted that SPD can do most maintenance in house and that there would be savings for ordering 10 eBikes. CM Cathcart said that he would like to see this program expanded across the City. He also asked if SPD has a policy for engaging with the community on eBikes. CM Cathcart expressed concern that with eBikes officers might buzz by community members instead of engaging. Sgt. Hamilton said there is not a formal policy but finds that there is naturally much more engagement on eBikes. Chief Schaeffer thanked SPD and the eBike team for assistance on a mental health call. He said there was a marked difference between the community engagement because the officers were on bikes.

### **Council Requests:**

#### **Community School Presentation on Goat Vegetative Management Pilot Project – Ryan Campanella & Community School Students (15 minutes)**

Ryan Campanella introduced the Community School students. Char Moore explained the mission of the Community School and the brief for this project, which is titled "Promote the Goat." Jordon Dixon explained more about the community partners, including Neighborhood Councils, that were engaged in this project. David Goldbloom and Leah Riedi detailed their interactions with specific Neighborhood Councils on the topic. Char Moore explained the future of their project and the additional scientific research, collaboration, and communication needed to make this project successful moving forward. CM Stratton thanked the students for joining Council and encouraged Council Members to visit the Community School if they can. Chief Brian Schaeffer thanked the students for all their hard work and said it has been an honor to work with them. CM Kinnear told the students to keep up the good work.

#### **Update on SFD COVID-19 Vaccination Outreach – CM Mumm (10 minutes)**

Chief Schaeffer reviewed the tiers of potential future COVID-19 vaccination efforts. CM Mumm highlighted the potential to eventually do pop-up vaccination clinics at fire stations across the City.

#### **Status of Percentage of Vaccinated Uniformed First Responders – CM Mumm (5 minutes)**

CM Mumm thanked Chief Schaeffer for his team's work with the community on COVID-19 vaccination outreach. Chief Schaeffer mentioned that he and his team are going to continue to partner with SRHD and encourage members of his team to get the vaccine as soon as possible. CM Mumm and Chief Schaeffer both noted that the number of uniformed first responders that are actually vaccinated is probably greater than the numbers SFD reported because staff are also getting their vaccines from their personal provider.

#### **Discussion about Increasing Value Blanket for SPD Handguns – CM Kinnear (5 minutes)**

CM Kinnear asked what happens to the weapons that are decommissioned. Major Michael McNab mentioned they have around \$49,000 per year to spend on handguns. Last year, they did not spend nearly all that money. He said because of new hires this year, they would like to extend the value blanket by \$15,000. Major McNab said that the firearms that are decommissioned are given back to the wholesaler from which they were purchased. CM Stratton asked if the company will destroy them. Major McNab said that SPD will get a small credit for giving them back to the wholesaler. Major McNab said they are either sold to another licensed retailer or are sold to another law enforcement team.

#### **Discussion about SPD Mental Health Position – CP Beggs (5 minutes)**

CP Beggs expressed support that the City is continuing to explore innovative ways in responding to mental health related calls. CP Beggs expressed concern with reducing a public records position and asked if that could be avoided. Major Eric Olsen said if they were able to add that staff without cutting the public records position, that would be ideal. CP Beggs said he would support keeping the public records position. CM Cathcart questioned whether a records specialist meets the intention of the public safety levy. CM Kinnear said that she will send CM Cathcart a memo from Chief Meidl that provides more clarity on that front.

#### **Discussion about Fleet Vehicle Leases – CP Beggs (5 minutes)**

CP Beggs asked David Paine if the City has switched policies so that the City is now purchasing vehicles when someone could potentially be reimbursed for mileage on their personal vehicle? Mr. Paine said that these specific vehicles are additions to the fleet and that the City is leasing because in the future, Ford will have an electric vehicle available. Mr. Paine also mentioned that there was some analysis done about the benefits of using City-leased vehicles rather than City employees using personal vehicles and getting reimbursed for mileage. CM Stratton clarified that these are annual leases. Mr. Paine said that after 13 months, the City can terminate the lease at any time. He pointed out that this is critical for transitioning to an electric fleet. CM Cathcart asked what is included in the lease. Mr. Paine said the Fleet Department believes that since the vehicles aren't used enough to the point where they need major

maintenance, they have said the Fleet team would like to see them at least once per year. CM Cathcart asked why the City's price is so high compared to what an average citizen can find online. Mr. Paine said that under Enterprise, the City has a guaranteed return on the vehicles.

**Discussion about Purchase of SFD Response Vehicles – CM Kinnear (5 minutes)**

CM Kinnear said that she has already received an answer to her question on this item.

**State Legislative Update:**

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**ADMINISTRATION REQUESTS:**

NONE

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**Action Items:** NONE

**Executive Session:** NONE

**Adjournment:** CM Kinnear adjourned the meeting at 2:39PM. The next PSCHC meeting will be held Monday, May 3, 2021.

**Attachments/Briefing Papers:** Police Commissioned Computers Replacement (SPD); WTSC – FY21-FY23 Pedestrian & Bicycle Safety ILA (SPD); Sexual Assault Kit Grant Amendment SBO (SPD); Contract with Summit Law Group for SPD ULP Matters (Legal); Amendment of Contract with Summit Law Group for Labor Negotiations (Legal); Customer Relationship Management (CRM) Contract Renewal (IT); Purchase of 12,000 96-gallon Single Stream Recycling Carts w/ Assembly, Delivery & Removal Services (Public Works); Request to Install Security Camera (IT); WA Auto Theft Prevention Program FY2021-2023 Grant Application (SPD); Sole Source Declaration with Infor Public Sector for Their CAD (Computer Aided Dispatch) System (SFD); Ambulance Transport Agreement (SFD); Value Blanket for Handguns (SPD); Mental Health Position (SPD); Fleet Vehicle Leases (Fleet); and Purchase of Response Vehicles (SFD).

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**Respectfully submitted by:**

Giacobbe Byrd, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)

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**Committee Chair Approval**

**Lori Kinnear**

**Spokane City Council – District 2**

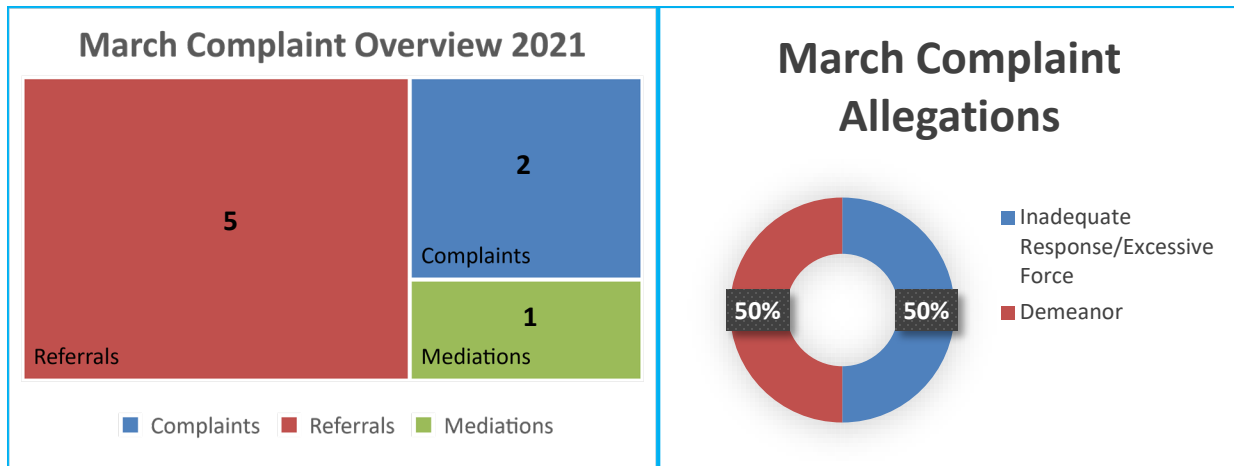


# Office of the Police Ombudsman

## Public Safety & Community Health Committee Report

Reporting Period: March 1-31, 2021

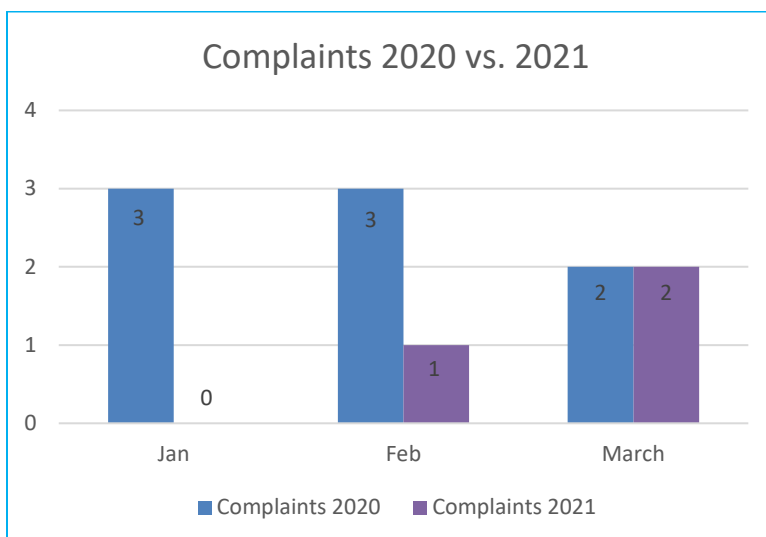
### Complaints/Referrals/Contacts



### Highlights:

In March, the OPO received 2 complaints and made 5 referrals to various agencies. Examples include:

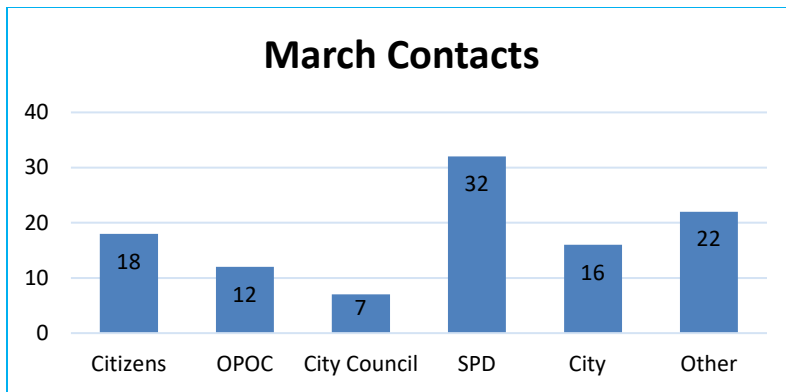
- A community member was concerned about the Sheriff's Department taking over 2 hours to respond to a crime in progress – Spokane County Sheriff's Office
- A community member was frustrated that a Deputy let a former tenant in their home without permission and left them alone. – Spokane County Sheriff's Office
- A prisoner at Geiger, who had completed a public records request for SPD, was unable to pay for the documents with his commissary account and no one could answer his questions on how to pay for the documents – SPD Internal Affairs was able to assist with this issue



### YTD Complaint Comparison

The OPO saw a steady intake of complaints in March 2021 (2) compared to March 2020 (2).

Overall complaints are down YTD (3) Compared to 2020 (8).



#### Contacts/Oversight

- 107 total contacts
- 6 community member interviews were conducted
- Attended 15 IA Interviews

## Oversight Activities

### Highlights:

- The Deputy OPO began attending Internal Affairs interviews for training purposes
- The OPO attended 2 review boards during the month of March – Use of Force Review Board and Collision and Pursuit Review Board
- The OPO attended the Internal Affairs Bi-Weekly meetings
- The OPO attended a meeting with Director MacConnell and Lt. Cowles regarding changes to the complaint/interview process that will need to be implemented due to the new Police Guild contract
- As an example of improved communication with SPD, the Ombudsman had several discussions with Chief Meidl and Lt. Cowles regarding objectivity concerns of case C20-090/OPO 20-59, resulting in further explanatory information being added.

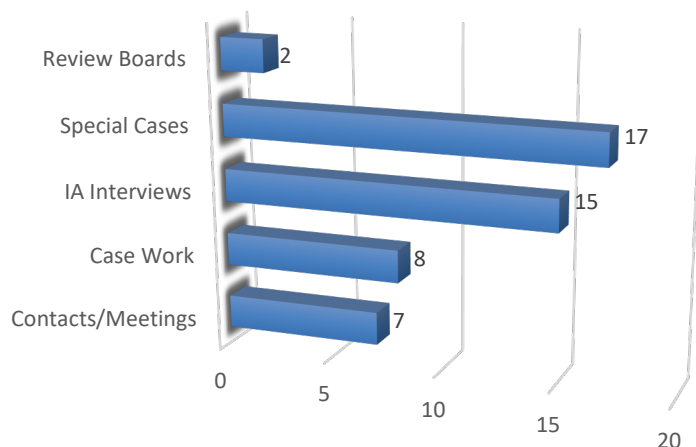
#### Case Work

- 11 cases certified
- 1 case returned for further investigation

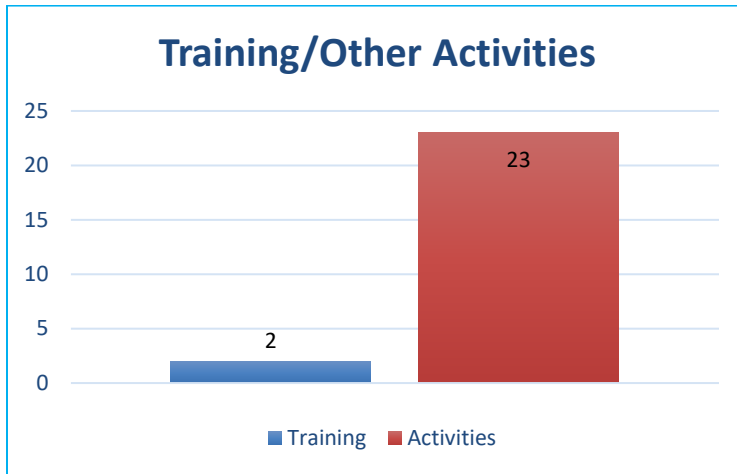
#### Special Cases

- Use of Force – 7
- K9 - 1
- Collision – 5
- Pursuit – 4

### March SPD Engagement



## Training/Other Activities



### Training

**Arc and IACP Webinar:**  
Transforming Dispatch and  
Crisis Response

**City HR:** Completed  
Supervisor Training Survey  
requesting Deputy Police  
Ombudsman participation

### Highlights:

- City Meetings – 2 PSCHC Meetings, Spokane Human Rights Commission, City Council Study Session
- Oversight – OPOC monthly meeting, NACOLE Use of Force Working Group, NACOLE Strategic Planning Committee, NACOLE Peer to Peer Subcommittee, Task force 2.0 Policing and Alternatives to Policing subcommittee
- Other Community Meetings – Leadership Spokane Executive Board meeting, Leadership 2021 meeting, Jonah Project Meeting, Leadership Spokane Social Committee meeting, Transformational Leadership Round Table

## Upcoming

- OPO/OPOC Annual Report presentation at City Council Meeting on April 12<sup>th</sup>.
- The OPO is working on multiple closing reports utilizing the new format specified in the TA
- OPO review of May 31<sup>st</sup> SPD protest response on hold pending City action on Guild Grievance

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	April 13th, 2021
<b>Contact (email &amp; phone):</b>	Jim Christensen 509-822-8151
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input 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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting May 3rd, 2021.

Statistic for Photo Red for the time frame of **March 1st 2021, thru March 31<sup>st</sup>, 2021.**

There were 1877 violations on the photo red system from March 1<sup>st</sup>, 2021 thru **March 31<sup>st</sup>, 2021.** During the same time frame in 2020 there were 1212 violations, which is an increase of 665 violations. Traffic Volumes were down last year due to the stay at home orders issued in March/2020.

Statistic for Photo Speed for the time frame of March 1<sup>st</sup>, 2021, thru March 31<sup>st</sup>, 2021.

There were 2185 violations on the photo speed system from **March 1<sup>st</sup>, 2021 thru March 31<sup>st</sup>, 2021.** During the same time frame in 2020 there were 627 violations, which is an increase of 1512 violations. The increase is due to schools closing last March 16<sup>th</sup>, for COVID 19.

Executive Summary: Photo RED

**March 1<sup>st</sup>, 2021, thru March 31<sup>st</sup>, 2021**

- Freya and Third was the highest with 331 violations.
- Browne and Sprague was the second highest with 321 violations.
- Second and Thor was the third highest with 217 violations.
- Mission and Hamilton was the fourth highest with 188 violations.

Executive Summary: Photo SPEED

March 1<sup>st</sup>, 2021, thru March 31<sup>st</sup>, 2021

- SB Nevada St @ Longfellow Elementary was the highest with 817 violations.
- SB Monroe St @ Willard ELEMENTAR was the second highest with 385 violations.
- EB W Northwest BLVD @ Finch Elementary was the third highest with 385 violations.
- SB Ash St St @ Ridgeview Elementary was the fourth highest with 379 violations.

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

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**Strategic Initiatives**  
**May 2021 Report**

**Public Safety and Community Health Committee Briefing**  
**May 3, 2021**

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001



### **Selected Excerpts of Officer Commendations**

Chief Meidl, I am writing to express the gratitude of the International Association of Chiefs of Police (IACP) Drug Evaluation Classification (DEC) program for the outstanding leadership provided by **Officer Mike Thomas** during the Pasco, WA DRE [Drug Recognition Expert] school held January 21-February 5, 2021. Officer Thomas served as the assistant course manager for the school, and I had the pleasure of witnessing his dedication and outstanding leadership during the school. Those traits combined with his years of DRE instructor experience and program knowledge ensured that all 16 Washington police officers successfully completed the training, attaining some of the highest academic scores ever recorded. The successful completion of Washington DRE training is a credit to the dedication and professionalism of Officer Thomas.

#### **[Officers Michael Baughn, Jordan Clare, Austin Neale, Caleb Martin, and Christopher Benesch]**

I wanted to pass along my thanks and kudos for your officers tonight. I was at my neighbor's house and when I was heading home we discovered a woman in his truck in his garage (we guess to get warm). We attempted to get her out, offered her a ride, etc. and she wouldn't talk to us so we called you guys. Your officers arrived and handled the situation perfectly. They were kind, but firm to solve the problem. They used only the slightest physical touch to get her out of the truck and treated her with care and respect. I'm sure they are right now getting her more help.

#### **[Officers Xenon Berkeley, Greg Thompson, and Chad Reyes]**

I want to thank the responding officers that came to house. These Officers saved my life. The call came in as my kids were scared. They thought I was trying to rip my lights out of the chandelier. I was too weak to tell you I wasn't trying to do that. I was so cold, I was trying to warm my hands up. I don't know why but I remember being so scared of the officers. I want to apologize if I said or did anything wrong. The hospital said I was gravely sick. I have fluid on my brain. I won't go into detail but I was very sick. Thank you to the officers for being patient with me. Thank you for not hurting me. Thank you for not arresting me. Thank you for everything. You both saved my life. I almost died. Again I just want to Thank You for helping me. Much love to the Spokane Police Department.

I've had some difficulties with some neighbors of mine and I just wanted to leave a good review for one of your officers. I can't tell you enough how helpful she has been! Concerned, caring, patient and understanding. She made herself available for me to ask her questions. Has gone out of her way to help me with this situation I am in. I'm not sure if I am messaging the right place but somebody needs to know how great she is! Her name is **Officer Deanna Storch #841**. I truly am blown away by her.



## Internal Affairs Unit Update

### January 1 through March 31, 2021 Commendations and Complaints

Commendations Received:    **Total: 47**

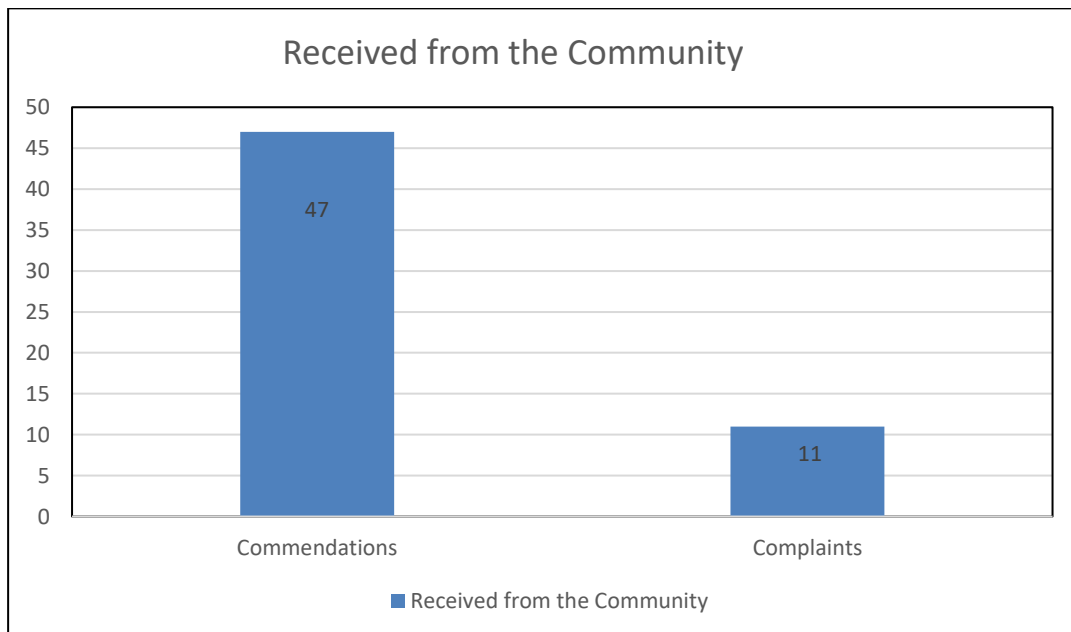
Complaints Received:        **Total: 15 (11 from community)**

**Closed Out as Inquiries: 0** (As of March 31, 2021)

*An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.*

### Source of Complaints—January 1 through March 31, 2021

Received by the Office of Police Ombudsman	<b>Total: 1</b>
Received by the Spokane Police Department	<b>Total: 14</b>
Internally Generated by the SPD	<b>Total: 4</b>
Generated by the Community	<b>Total: 11</b>



## **Use of Force Update**

### **2021 Non-Deadly Reportable Use of Force Incidents**

From January 1-March 31, 2021, there were 13 non-deadly use of force incidents- 1 K9 contact and 12 other (e.g., TASER, Level I Lateral Neck Restraint).

### **2021 Deadly Force Incidents (Officer-Involved Shootings)**

From January 1-March 31, 2021, there was one deadly force incident.

#### **Incident 2021-20002320 (Under Investigation)**

Incident 2021-20002320 took place on January 5, 2021 in the area of 5100 N Ash. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

### **2020 Deadly Force Incidents (Officer-Involved Shootings)**

From January 1-December 31, 2020, there were three deadly force incidents.

#### **Incident 2020-20136616 (Under SPD Internal Investigation)**

Incident 2020-20136616 took place on August 7, 2020 in the area of Courtland/Crestline. The criminal investigation is by the Spokane Independent Investigative Response (SIIR) team is complete. The Prosecutor ruled the use of deadly force justified. SPD will commence an administrative investigation.

#### **Incident 2020-20160038 (Under Investigation)**

Incident 2020-20160038 took place on September 11, 2020 in the 6300 block of East Broadway. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

#### **Incident 2020-20168741 (Under Investigation)**

Incident 2020-20168741 took place on September 24, 2020 in the 9000 block of Highway 2. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

### **2019 Officer-Involved Shooting Incidents Update (through December 31, 2020)**

These incidents took place in 2019 but are still pending the Deadly Force Review Board- delayed by COVID-19 protocols.

#### **Incident 2019-20124831 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9<sup>th</sup>. The Spokane Independent Investigative Response (SIIR) team criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.



## **Incident 2019-20201879 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

Incident 2019-20201879 occurred on October 23, 2019, in the 3400 block of East Garnet. The Spokane Independent Investigative Response (SIIR) team criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.

### **Items of Interest**

#### **Behavioral Health Unit**

The Spokane Regional Behavioral Health Unit's work is detailed in the article below.

**'Light years ahead': Spokane police address dizzying number of mental health crises with unique team**

<https://www.spokesman.com/stories/2021/mar/29/lightyears-ahead-spokane-police-address-dizzying-n/>

#### **Lifesaving Training**

At Spring In-Service, officers receive First Aid/CPR/Blood borne Pathogen training, designed to help them save lives in the field. See article below,

**Spokane Police Equipped to Save Lives**

[Spokane Police Equipped to Save Lives - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanejournal.com/news/spokane-police-equipped-to-save-lives-2021-03-29/)

Spokane police are often the first to arrive on the scene of a life-threatening emergency. That's why the department regularly trains up its officers with basic medical skills so they can help people when every second counts.

"It's the nature of our business. We are out there and available and typically have very quick response times, especially to a traumatic incident," said Officer Paul Buchmann of the Spokane Police Department.

Police are prepared to offer a lot more than just a speedy response. The officer's uniforms are now loaded down with simple, life-saving equipment borrowed from the battlefield.

"So we really do try to apply that. We're obviously not in a war zone but we do come across gunshot wounds, stab wounds, very traumatic injuries where the same techniques work," Buchmann explained.

During recent in-service training, Buchmann showed his class of officers how to slow bleeding and prevent patients with chest wounds from suffering a collapsed lung.

"Behind the tourniquet, probably the biggest next thing we typically use is the chest seal. This one comes with two, so you obviously have entry and exit wound capabilities to treat," Buchmann said as he held up the adhesive seals.

Some officers are also packing around AED's in their patrol cars to help patients experiencing cardiac arrest.

During 2020, officers administered Narcan to 140 people who appeared to be overdosing on opioids like heroin. Narcan is a medication that can reverse the effects of an overdose.



Together, the training and equipment are intended to make it easier for police to keep people alive until paramedics can take over.

“The officers are eager to use this stuff. They have the equipment, they have the training now, and they can easily apply it. It’s not advanced skills, but it has a huge impact on the patient’s outcome,” emphasized Buchmann who is an EMT and SWAT Team Member.

Buchmann feels not only are police saving lives, but with quick intervention, boosting the chances of a person’s complete recovery.

Additionally, see this article:

**Spokane Police Officers Sharpen Their Medical Triage Skills**

<https://www.spokanepublicradio.org/post/spokane-police-officers-sharpen-their-medical-triage-skills#stream/0>

### **Precinct Highlights**

#### **North Precinct**

##### **Collaboration with Neighborhood Residents Addressing Quality of Life Issues**

- During the month of March, a NRO had 14 vehicles towed. The vehicles were associated with 154 calls for service.
- A NRO has been working with a business on a beauty strip on the northwest end of their property, which tends to be a magnet for long-term structures/occupancy/garbage. The business signed a Trespass Authorization Form. The cleanup crew assisted the NRO with cleaning up the debris. The NRO made contact with a homeless individual at the site who wanted help with housing, and referred her to SNAP’s Homeless Program.
- A neighbor contacted an NRO about a chronic trespassing issue. The suspects, who had been previously trespassed from the residence, drove onto her driveway several times, as they returned home while backing a trailer. They came within inches of striking her house and her friend’s vehicle. The NRO viewed the videos and developed probable cause to charge the suspect with second degree Trespassing.
- One situation involved a neighbor harassing and threatening her neighbors. The NRO helped the victim obtain an anti-harassment protection order. As the perpetrator had mental health issues, the NRO referred the situation to the Behavioral Health Unit. The person received mental health services.

##### **Crime Prevention Missions**

Street racing on Division and reckless driving/trespassing in closed parking lots such as the old Shopko has been an ongoing summer problem. In response, SPD will be conducting several enforcement specials to curb this problem before summer hits.



## Downtown Precinct



### Precinct Featured

Downtown Precinct Neighborhood Resource Officer Richie Plunkett is highlighted in a Spokesman-Review article:

*Early this month, a Spokane police officer with a master's degree in mental health counseling waited as a suicidal man told officers to throw him off of a bridge or shoot him.*

*In an unrelated matter, police arrived at around 3:30 a.m. March 4 at an apartment complex on State Street that serves otherwise homeless people. They realized a man at the scene was in crisis, according to a Spokane Police Department news release.*

*When Neighborhood Resource Officer Richie Plunkett arrived to help the suicidal man, he'd already learned some of the tenant's history from mental health professionals in the department's Behavioral Health Unit. The man had just been released from Eastern State Hospital, Plunkett said.*

*Plunkett, a former social worker and 6-foot-6 former college football player, said he introduces himself to people in crisis by his first name to set the tone. He asked the man repeatedly if he'd prefer to be taken to a hospital or to connect with Frontier Behavioral Health. The man paced, huffing, before charging at and punching Plunkett, body cam footage shows.*

*Plunkett decided not to pursue charges. Assaulting an officer, he pointed out, is a class C felony in the state of Washington.*

*"I don't need to make this guy's life any harder, based on what I knew going in there," Plunkett said.*

**The full article is here: 'Light years ahead': Spokane police address dizzying number of mental health crises with unique team**

<https://www.spokesman.com/stories/2021/mar/29/lightyears-ahead-spokane-police-address-dizzying-n/>

## South Precinct

### Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- The South Precinct's three NROs received 137 referrals for neighborhood issues during the month of March.
- Neighborhood Resource Officers have been working on a residence that now has an abatement agreement and has been declared a nuisance property. Neighbors have complained of stolen cars, drug trafficking, and other stolen property. The suspect has been evicted for continual nuisance.
- One NRO is working on a property that has been the location of several shootings and two homicides over the past 18 months. The residence has been a "hot spot" for surveillance and police resources.



- NROs are also focusing on a very active criminal house with over \$4200.00 in criminal citations issued for chronic nuisance.

### Crime Prevention Missions



Above, NRO Kelly Mongan

The South Precinct completed a mission centered on the Browne's Addition area, focusing on Part 1 crimes. There was also a Hot Spot related focus just below in People's Park area (transient camps) which was the direct cause of our spike in criminal offenses. The area had recently experienced 102 calls for service, 22 officer-initiated contacts, and nine suspects arrested for Part 1 crimes. The new mission will be the medical district in and around Providence addressing transient camps and Part 1 crimes.

### Outreach Update



#### **Police Activities League (PAL) Boxing Season Begins**

The Police Activities League (PAL) Boxing program is back in full swing! In late March, officers met with eight Lewis and Clark High School students at the downtown location of the Spokane Youth For Christ (YFC). YFC has for years created a safe place for kids to go after school.

Their goal has been to provide youth with opportunities for productive outlets and to be a place meaningful relationships are developed. In partnership with YFC and the Spokane Boxing club, these students were able to break bread, enjoy fellowship with officers, and then get some instruction on the finer points of boxing.

During the second week of its Spring session, 12 boxers showed up to take part in their weekly workout. The youth played some games ahead of time with officers and coaches over at the downtown Youth For Christ.

The kids were given a homework assignment this week. Officers told the youth participants to return on the next week with one goal for the year that they have for themselves. The officers are excited to be mentors that will help these young people to achieve their goals. With the support of our officers, their chances of meeting and exceeding their goals goes up as they write them down and place them in a location for them to see each day.

The Spokane Police Foundation funds food and equipment for the PAL Boxing program.

More photos of the PAL Boxing program:



**Spokane police, local artists give back to at-risk youth in Spokane**

<https://www.kxly.com/spokane-police-local-artists-give-back-to-at-risk-youth-in-spokane/>

Spokane artist Melanie Campbell teamed up with SPD Community Outreach to create “corn hole” (beanbag) boards for the Police Activities League (PAL).

### **Notable News**

**‘Paws on Patrol’: Community policing nonprofit teaches dog walkers to spot crimes**

<https://www.spokesman.com/stories/2021/mar/22/paws-on-patrol-community-policing-nonprofit-teache/>

**Spokane Police receive more grant money to combat rape kit backlog**

<https://www.krem.com/article/news/crime/spokane-police-receive-more-grant-money-to-combat-rape-kit-backlog/293-d1c607db-c34b-4cfc-8bb4-663dcc7a0915>

**Spokane Police arrest man for reportedly assaulting stranger with knife near downtown Rite Aid**

<https://www.kxly.com/spokane-police-arrest-man-for-reportedly-assaulting-stranger-with-knife-near-downtown-rite-aid/>





**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

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**2021 Asset Forfeiture Report**

**2021 Forfeitures by Quarter**

**1<sup>st</sup> Quarter**

Gross Proceeds	\$13,352.50
Auction Costs	\$1,657.15
Net Sale Proceeds	\$11,695.35
State Share	\$1,169.54

**2<sup>nd</sup> Quarter**

Gross Proceeds	\$0
Auction Costs	\$0
Net Sale Proceeds	\$0
State Share	\$0

**3<sup>rd</sup> Quarter**

Gross Proceeds	\$0
Auction Costs	\$0
Net Sale Proceeds	\$0
State Share	\$0

**4<sup>th</sup> Quarter**

Gross Proceeds	\$0
Auction Costs	\$0
Net Sale Proceeds	\$0
State Share	\$0

**2021 TOTAL**

Gross Proceeds	\$13,352.50
Auction Costs	\$1,1657.15
Net Sale Proceeds	\$11,695.35
State Share	\$1,169.54



## **2021 Expenditures by Quarter**

### **1<sup>st</sup> Quarter**

#### **Federal**

**\$12,867.62**

Interview Room Systems

\$12867.62

#### **State**

**\$10,765.00**

CI Funds

\$10,765.00

### **2020 Total Expenditures**

**\$23,632.62**

#### **Federal**

**\$12,867.62**

#### **State**

**\$10,765.00**



# **Consignor Settlement**

**Reinland Equipment Auction**  
**P.O.Box 2545**  
**Post Falls, ID 83877**  
**Phone: 208-457-9611 Fax: 208-457-9411**

CO #:	18923
Date:	2/23/2021
Page:	1

**Consignor: Y5**  
SPU-SIU - Online

Auction: February 27, 2021 thru March 6, 2021

Lot#	Lead	Transaction Description	Amount
375	FLARE GUN 16	Invoice Sale Price	7.50
		Commission (	1.88)
377	MONEY COUNTER 6	Invoice Sale Price	10.00
		Commission (	2.50)
393	CROSMAN CRUSHER PELLET GUN 21	Invoice Sale Price	57.50
		Commission (	14.38)
397	BOX HOLSTERS, MAGS, SCOPES 4,7,9,14,8	Invoice Sale Price	85.00
		Commission (	21.25)
411	KOLIBRI MONEY COUNTER 1	Invoice Sale Price	42.50
		Commission (	10.63)
463	BOX 357, 5.56 AMMO 20,15,2,18	Invoice Sale Price	95.00
		Commission (	23.75)
472	SIMMONS & TASCO SCOPE 10,12	Invoice Sale Price	30.00
		Commission (	7.50)
473	BOX 22, 9MM, 40 AMMO & MAGS 5,17,19,3,13,11	Invoice Sale Price	62.50
		Commission (	15.63)
697	NIGHT OWL SURVEILLANCE SYSTEM 22	Invoice Sale Price	12.50
		Commission (	3.13)
		Payment to Consignor - Check # 2441 (	301.85)
Total Quantity:			9.00
Total Invoice Sale Price:			402.50
Total Commission: (			100.65)
Total Due to Consignor:			301.85
Total Payments: (			301.85)
Balance:			0.00

No inventory remains for this consignment order

# Consignor Settlement

Reinland Equipment Auction

P.O.Box 2545

Post Falls, ID 83877

Phone: 208-457-9611 Fax: 208-457-9411

CO #:	18860
Date:	1/28/2021
Page:	1

## Consignor: S1

Spu - Siu

1100 W. Mallon

Spokane, WA 99260

Phone: 509-993-7961

Auction: February 6, 2021

Lot#	Lead	Transaction Description	Amount
3009	2007 FORD F-250 P.U. WHITE	Invoice Sale Price	7,000.00
		Commission	( 700.00)
		CO Expense - P.U. FEE 1 @ \$45	( 171.50)
		BATTERY 1 @ \$126.50	
		Payment to Consignor - Check # 2344	( 6,128.50)
		Total Quantity:	1.00
		Total Invoice Sale Price:	7,000.00
		Total Expenses: (	171.50)
		Total Commission: (	700.00)
		Total Due to Consignor:	6,128.50
		Total Payments: (	6,128.50)
		Balance:	\$0.00

No inventory remains for this consignment order

# Consignor Settlement

Reinland Equipment Auction

P.O.Box 2545

Post Falls, ID 83877

Phone: 208-457-9611 Fax: 208-457-9411

CO #:	18985
Date:	3/15/2021
Page:	1

**Consignor: S1**

Spu - Siu

1100 W. Mallon

Spokane, WA 99260

Phone:509-993-7961

Auction: March 20, 2021

Lot#	Lead	Transaction Description	Amount
3008	2006 YAMAHA STREET BIKE # 3 BLACK	Invoice Sale Price	2,600.00
		Commission	( 260.00)
3011	2003 INFINITI G35 # 1 SILVER	Invoice Sale Price	1,250.00
		Commission	( 125.00)
3012	2003 INFINITI G35 # 2 BLACK	Invoice Sale Price	2,100.00
		Commission	( 210.00)
		CO Expense - P.U. FEE	( 90.00)
		#3011, 3012	
		Payment to Consignor - Check # 2449	( 5,265.00)

Total Quantity:	3.00
Total Invoice Sale Price:	5,950.00
Total Expenses: (	90.00)
Total Commission: (	595.00)
Total Due to Consignor:	5,265.00
Total Payments: (	5,265.00)
Balance:	\$0.00

No inventory remains for this consignment order

# **DRUG** **FORFEITED PROPERTY STATUS REPORT** **Per RCW 69.50.505(8)(c) and (9)(a)**

Forfeiting Agency Name: Spokane Police Department  
 Quarterly Reporting Period: 1st Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
7/12/17	Auction 2/27/21 - 3/6/21	SPD 17-006 / 2017-20012847	money counter machine		42.50	31.87	3.19
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	ammunition, three 300 wind mag, one 9mm, one 12 GA		23.75	17.81	1.78
1/18/18	Auction 2/27/21 - 3/6/21	SPD 17-035 / 2017-20080700	3 rounds of ammo		10.42	7.81	0.78
1/18/18	Auction 2/27/21 - 3/6/21	SPD 17-035 / 2017-20080700	40 round AR Pmag magazine in packaging		17.00	12.75	1.28
1/18/18	Auction 2/27/21 - 3/6/21	SPD 17-035 / 2017-20080700	Partial box (7 rounds) of 9mm		10.42	7.81	0.78
7/12/18	Auction 2/27/21 - 3/6/21	SPD 18-020 / 2018-20066591	money counter		10.00	7.50	0.75
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	Ruger double stack magazine		17.00	12.75	1.28
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	Rifle scopes		17.00	12.75	1.28
7/12/17	Auction 2/27/21 - 3/6/21	SPD 17-006 / 2017-20012847	black holster		17.00	12.75	1.28
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	Simmons scope		15.00	11.25	1.13
6/27/17	Auction 2/27/21 - 3/6/21	SPD 17-015 / 2017-20039228	Gun magazine with 15 rounds		10.42	7.81	0.78
6/27/17	Auction 2/27/21 - 3/6/21	SPD 17-015 / 2017-20039228	Rifle Scope		15.00	11.25	1.13
6/27/17	Auction 2/27/21 - 3/6/21	SPD 17-015 / 2017-20039228	.380 Magazine and slide with 6 rounds		10.42	7.81	0.78

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
7/12/17	Auction 2/27/21 - 3/6/21	SPD 17-006 / 2017-20012847	3 miscellaneous holsters		17.00	12.75	1.28
10/3/17	Auction 2/27/21 - 3/6/21	SPD 17-023 / 2017-20047363	Plastic bag of 20 gauge shells and .22 LR rounds		23.75	17.81	1.78
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	orange flare gun		7.50	5.62	0.56
5/27/20	Auction 2/27/21 - 3/6/21	SPD 20-013 / 2020-20031228	box of .22 Ammunition		10.42	7.81	0.78
7/7/17	Auction 2/27/21 - 3/6/21	SPD 17-022 / 2017-20036327	Box of Federal .357 ammo		23.75	17.81	1.78
7/17/17	Auction 2/27/21 - 3/6/21	SPD 17-022 / 2017-20036327	.40 cal bullets from Glock magazines		10.42	7.81	0.78
1/18/18	Auction 2/27/21 - 3/6/21	SPD 17-035 / 2017-20080700	5.56 Ammunition in small ammo can		23.75	17.81	1.78
4/17/18	Auction 2/27/21 - 3/6/21	SPD 17-077 / 2017-20192200	Crossman rifle Air Rifle		57.50	43.12	4.31
7/12/17	Auction 2/27/21 - 3/6/21	SPD 17-006 / 2017-20012847	night owl surveillance		12.50	9.37	0.94
10/1/19	Auction 3/20/21	SPD 19-045 / 2019-20123121	2003 silvery Infinity	525.00	1,250.00	1,080.00	108.00
8/28/20 and 11/23/20	Auction 3/20/21	SPD 20-050 / 2020-20150097	2003 Black Infiniti G35	1,025.00	2,100.00	1,845.00	184.50
11/23/20	Auction 3/20/21	SPD 20-045 / 2020-20107545	2006 Yamaha Make: YZFR1VB; VIN JYARN15E56A007253		2,600.00	2,340.00	234.00
<b>TOTALS</b>					6,352.50	5,566.85	<b>\$556.69</b>

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
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NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

Send report following each calendar quarter to:  
 Washington State Treasurer's Office  
 Attn: Forfeiture Administrator  
 PO Box 40202  
 Olympia, WA 98504-0202  
 PH: (360) 902-8957; FAX: (360) 704-5101

# DUI VEHICLE FORFEITED PROPERTY STATUS REPORT Per RCW 46.61.5058(10) and (12)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 1st Quarter 2020

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report following each calendar quarter to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund -- 001

# MONEY LAUNDERING FORFEITED PROPERTY STATUS REPORT Per RCW 9A.83.030(6)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 1st Quarter 2020

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report following each calendar quarter to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund -- 001

# **SEXUAL EXPLOITATION CRIMES REMITTANCE FORM Per RCW 9A.88.150(8)(c)**

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 1st Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		<b>NONE</b>					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report quarterly to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the Prostitution Prevention and Intervention Acct. -- 777

**PROPERTY INVOLVED IN A FELONY  
REMITTANCE FORM  
Per RCW 10.105.010(7)**

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 1st Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
9/1/20 and 10/22/20	Auction 2/6/21	SPD 20-015 / 2020-20041043	2007 Ford PU WA #C417733S; VIN 1FTSW21P37EA08508	6,875.00	7,000.00	6,128.50	612.85
<b>TOTALS</b>					7,000.00	6,128.50	<b>\$ 612.85</b>

Send report annually to:  
Washington State Treasurer's Office  
Attn: Forfeiture Administrator  
PO Box 40202  
Olympia, WA 98504-0202  
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

# CHILD PORNOGRAPHY REMITTANCE FORM Per RCW 9.68A.120(10)(a)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 1st Quarter 2020

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report quarterly to:  
Washington State Treasurer's Office  
Attn: Forfeiture Administrator  
PO Box 40202  
Olympia, WA 98504-0202  
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in  
the Prostitution Prevention and Intervention Acct. -- 777

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	OPR 2011-0525 – SPD FARP Program
<b>Date:</b>	05/03/2021
<b>Contact (email) :</b>	Lt. Dan Waters, Lt. Kurtis Reese and Jody Goldman
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	06/30/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<p><b><u>Action</u></b> SPD FARP additional contract extension from July 1, 2021 through June 30, 2022. The current vendor Superion LLC whom owns 100% of assets of PSC including all rights in the Crywolf software system has agreed to a 1-year contract extension with accepting the same terms and conditions for this 1-year contract extension period.</p> <p><b><u>Funding</u></b> This is revenue to the general fund of approximately \$19,000 to \$35,000 a month.</p>
<p><b><u>Background/History:</u></b> The current contract between PSC-now amended to Superion LLC and the City of Spokane will expire on June 30, 2021. SPD received an additional 1-year contract extension by Spokane City Legal.</p>	
<p><b><u>Executive Summary:</u></b></p> <p><b><u>Subject</u></b> Contract extension with Superion LLC for the administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$330,000 for the 1-year term from July 1, 2021 through June 30, 2022.</p> <p><b><u>Impact History</u></b> The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration, education, and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.</p>	
<p><b><u>Budget Impact:</u></b> Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice</p>	

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

Title: **ADMINISTRATION OF THE CITY'S  
FALSE ALARM PROGRAM**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SUPERION, LLC**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and*

*WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and*

*WHEREAS, the original contract including Extensions has run its Term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document for one (1) additional year.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on July 1, 2021.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through June 30, 2022.

**4. COMPENSATION.**

The City shall receive an estimated annual revenue after compensation of the Program of **THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00)** for everything furnished and done under this Contract Extension.

**5. DEBARMENT AND SUSPENSION.**

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

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

**SUPERION, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2017-0353  Janitorial contract with Environmental Control of Spokane (Spokane, WA), to perform public works janitorial work at various facilities.
<b>Date:</b>	04/01/2021
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), <a href="mailto:klamoreaux@spokanecity.org">klamoreaux@spokanecity.org</a> Kim Bustos (X7155), <a href="mailto:kbustos@spokanecity.org">kbustos@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<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)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	05/31/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 05/31/21
<b>Background/History:</b>  The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) the Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices and 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.  Contract Period is for June 1, 2021 through May 31, 2022. Annual cost will be approximately \$52,500.00 (including tax). This is the 2 <sup>nd</sup> of 2 one year renewals.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Briefing Paper

## PUBLIC SAFETY AND COMMUNITY HEALTH

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Contract Approval for Architectural & Engineering (A&E) services for roof replacement at Combined Communications, 1620 N. Rebecca St.
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> 435-7080
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Chief Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Budget/Capital Plan
<b>Strategic Initiative:</b>	Adequate Capital Facilities and Utilities
<b>Deadline:</b>	5/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract

Background/History:  
 The Combined Communications roof was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was needed prior to construction. For timing purposes, this project was deferred to 2021.

Executive Summary:

- Due to the nature of original construction and the requirement to upgrade insulation to current standards, an architectural and engineering survey is required prior to roof replacement.
- The proposed contract is for A&E services with Cortner Architectural Company in the amount of \$52,850.

Budget Impact:  
 TOTAL COST: \$52,850 excluding WA state sales tax, for A&E services.

Approved in current year budget?   ☐ Yes   ☒ No   ☐ N/A  
 Annual/Reoccurring expenditure?   ☐ Yes   ☒ No   ☐ N/A  
 If new, specify funding source:  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?   ☒ Yes   ☐ No   ☐ N/A  
 Requires change in current operations/policy?   ☐ Yes   ☒ No   ☐ N/A  
 Specify changes required:  
 Known challenges/barriers:



**City of Spokane**

**CONSULTANT AGREEMENT**

Title: **ARCHITECTURAL SERVICES  
FOR COMMUNICATIONS BUILDING  
ROOF A REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CORTNER ARCHITECTURAL COMPANY**, whose address is 1903 West 3<sup>rd</sup> Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide ARCHITECTURAL SERVICES FOR COMMUNICATIONS BUILDING ROOF A REPLACEMENT.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 15, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described Consultant's Proposal dated March 29, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS**

(\$52,850.00), excluding applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment City of Spokane Facilities Management Department, Second, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **5. TAXES, FEES AND LICENSES.**

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

## **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark-up. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **8. INDEMNIFICATION.**

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

the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **9. INSURANCE.**

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

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

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

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

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

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

## **10. AUDIT.**

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

#### **11. INDEPENDENT CONSULTANT.**

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

#### **12. KEY PERSONS.**

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

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **14. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

#### **15. STANDARD OF PERFORMANCE.**

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

#### **16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

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

#### **17. ANTI KICK-BACK.**

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

#### **18. DEBARMENT AND SUSPENSION.**

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

#### **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or

implied, nor for any statement or representation made or in any connection with this Agreement.

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

**CORTNER ARCHITECTURAL COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Debarment Certification  
Exhibit B – Consultant’s Proposal dated March 29, 2021

21-062

## ATTACHMENT A

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

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

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

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

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

## **EXHIBIT B**

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Combined Communications Building (CCB) 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 Combined Communications Building Fund, and the budget annexed thereto with reference to the Combined Communications Building Fund, the following changes be made:

FROM:	1640-99999	CCB Fund	
	99999-	Unappropriated Reserves	<u>\$ 52,850</u>
TO:	1640-35351	CCB Fund	
	28200-54102	Engineering Services	<u>\$ 52,850</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace the building's roof, which will require an architectural and engineering assessment, 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

# CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

September 11, 2020 / Revised March 29, 2021

Ernest Wickert  
Asset Management  
City of Spokane

RE: Fee Proposal for City of Spokane - Communications Building Roof A Replacement

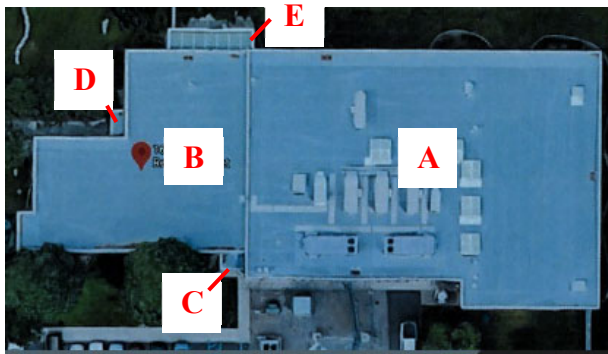
Dear Ernest,

Thank you for the opportunity to submit our proposal to provide professional services to replace a portion of the roof at the City of Spokane's Communications Building located at 1620 N. Rebecca Street in Spokane, Washington. We look forward to the opportunity to work with you and the City of Spokane again. A summary of the proposed scope of work, estimated construction budget, and proposed fee follows.

## Scope of Work:

Provide professional services to replace the low-slope single-ply roofing system on Roof Area A. This includes removal of all roof insulation and vapor barrier to the existing metal roof deck, replacement of penetration and all flashings. Minimum performance requirements include:

- No direct fastening through the roof deck (*power & data may be directly fastened to metal roof deck*)
- Provide 20-year (minimum) roof warranty
- Insulate per Washington State Energy Code
- Minimum 60-mil single ply membrane, such as TPO



Low-slope roofs (Roof Areas A)

*Not in scope:*

Low-slope roofs (Roof Areas B, C & D)

Translucent panel (Roof Area E – Not in Scope)

**Figure 1**  
**Communications Building, City of Spokane**

## Exclusions

Rooftop mechanical and electrical equipment are existing and shall remain. Mechanical piping to this equipment may require modification to accommodate the additional thickness in roofing. Installation of heat-tape in the roof drains is recommended if existing panel loads will accept it. Results of a limited asbestos survey (provided by others) did not identify asbestos containing materials. Permitting fees and specialty consultants, such as commissioning, energy code review, mechanical testing and balancing are currently excluded, but could added as an additional service if requested.

## Delivery Method

We anticipate this project will follow a traditional design-bid-build delivery method and will have a single contract for construction.

## Estimated Cost of Construction

\$525,000 (does not include sales tax) [Roof Areas A is roughly 15,000 square feet].

*The estimate cost of construction is based on a competitively bid project and does not include markups for contingencies to account for actual market conditions or project cost inflation.*

## Anticipated Schedule

<i>Design through Bidding (Tasks)</i>	<i>7 weeks</i>
A/E Notice to Proceed	NTP
Site Investigation, As-built preparation, and Survey ( <i>concurrent with CD's</i> )	<i>2 weeks</i>
Construction Documents (includes 2 review periods: 75%, 100%) ( <i>Reviews to occur concurrent with schedule</i> )	4 weeks
Advertising to Bid Opening	3 weeks
<i>Construction Period Services through Project Closeout (Tasks) – Base Bid</i>	<i>12 weeks</i>
Submittals Returned	+2 weeks
Construction (Demolition through Substantial Completion)	+10 weeks
Final Completion (Project Closeout)	+2 weeks

## Proposed Fee

We propose to provide these services for a fee not to exceed **\$52,850** as detailed below.

This proposal is based on providing basic services as required for this project. Basic and additional services are described below for your convenience. Additional services, if agreed to and authorized in writing, would be provided based on the hourly rate schedule provided. Reimbursable expenses, such as printing, will be billed against an estimated allocation for these expenses.

A/E Services	Proposed Fee
Basic Services	
Site Investigation, As-Built Prep	4,850
Moisture Meter Survey	2,700
Construction Documents	28,500
Bidding	1,750
<i>Subtotal Design through Bidding</i>	<i>37,800</i>
Construction Contract Administration	12,800
Project Closeout	1,500
<i>Subtotal Construction through Closeout</i>	<i>14,300</i>
Total Basic Services	52,100
Additional Services	
Reimbursable Expenses	750
Total Additional Services	750
<b>Grand Total (Basic + Additional Services)</b>	<b>52,850.00</b>

We look forward to working with you on this project under and the City of Spokane's Consultant Agreement. If this proposal meets with your satisfaction, at your convenience please forward authorization with notice to proceed. If you have any questions, please feel free to call.

Sincerely,



James D. Cortner, AIA  
Principal Architect  
Cortner Architectural Company

### Basic Professional Services.

Basic Services may include.

### Design (Construction Document) Services

In the construction documents phase, the A/E shall provide the services necessary to prepare construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.

Project Administration	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences
Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
Agency Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within budget.

### Bidding Phase

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction.

Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	NIC
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	NIC

## Basic Professional Services (continued)

### Construction Contract Administration Phase

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

### Change in Services

Only the specific services set forth in Scope of Work section of the Proposal are included in the Agreement, and any services excluded in the Exclusions section of the Proposal are not included. Any services requested by the Owner that do not fall within the Scope of Work or if any of the following circumstances affect the Architect's services for the Project, including the services required of the Architect's consultants, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.

- Change in the instructions or approvals given by the Owner that necessitate revisions to the originally approved scope of professional services.
- Significant change in the Project including – but not limited to – size, quality, complexity, the Owner's schedule or budget, procurement method, Owner's Program or Owner's Project Representative.
- Decisions of the Owner not rendered in a timely manner.
- Failure of performance of either the Owner or Contractor under the Contract for Construction.
- Changing or editing previously prepared documents necessitated by the enactment or revisions of codes, laws, regulations or official interpretations.
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party.

Upon recognizing the need for such additional services, the Architect shall notify the Owner and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization to proceed. Absent agreement on a fee for such services, the Architect shall be compensated based on the Hourly Schedule for Consultant Services plus reimbursable expenses.

**Additional Services, if requested and authorized – such as:**

Document Reproduction	Cost of printing, mailing and distribution of construction documents or project-related documents for owner's review, permitting and bidding
Permitting Fees	Cost of plan review and construction inspections fees for authorities having jurisdiction.
Advertising	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.

**2021 Hourly Rate Schedule.****Professional Services**

<b>Staff Category Job Classification</b>	<b>Billing Rate</b>
Principal.....	\$145.00
Project Manager/Project Architect.....	\$125.00
Project (Site) Representative/Cost Estimator.....	\$110.00
Designer.....	\$95.00
Administrative Assistant / CAD Technician .....	\$75.00

**Reimbursable Expenses**

Expenses other than salary costs that are directly attributable to the Project are in addition to the compensation for Professional Services. Incurred expenses are invoiced at cost plus ten percent (10%) to cover taxes and other overhead-type expenses. Examples of these expenses include, but are limited to reproductions and printing, postage, package handling and delivery.

## Briefing Paper

### Public Safety

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	2021 Arterial Chip Seal – Economic Recovery
<b>Date:</b>	May 3, 2021
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	Breean Beggs, Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<b>Background/History:</b> <ul style="list-style-type: none"> <li>This project was added to the capital program last spring as an economic stimulus project associated with/due to the current coronavirus pandemic. However, because of very high bids, all bids were rejected and are now being rebid together with other streets in hopes that a bigger project will result in more attractive bids.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The proposed project includes the following streets: <ul style="list-style-type: none"> <li>Southeast Blvd. – Perry St. to 29<sup>th</sup> Ave.</li> <li>Freya St. – Upriver Dr. to Wellesley Ave.</li> <li>Freya St. – Palouse Hwy to 37<sup>th</sup> Ave. <ul style="list-style-type: none"> <li>This segment includes restriping to incorporate bike lanes (in accordance with the master bike plan) from 44<sup>th</sup> Ave. to 37<sup>th</sup> Ave. where the proposed bike lanes tie in the existing bike lanes on 37<sup>th</sup> Ave. and the trail on 44<sup>th</sup> Ave.</li> <li>No parking removal is required since there is effectively no parking on this portion of Freya St. due to the absence of fronting homes.</li> </ul> </li> <li>Post St. – Maxwell to Cleveland <ul style="list-style-type: none"> <li>This segment includes restriping to incorporate bike lanes (in accordance with the master bike plan) from Maxwell to Chelan, two blocks south of Cleveland. The proposed bike lanes tie-in to existing bike lanes on Maxwell and on Buckeye.</li> <li>Parking removal is required for one block north and south of Maxwell Ave. (east side only) due to street widths necessary to accommodate the turn lane at the Maxwell traffic signal. Residents have been notified.</li> <li>Parking removal is required for one block north and south of Indiana Ave. (both sides) due to street widths necessary to accommodate the turn lane at the Indiana traffic signal. Residents have been notified.</li> </ul> </li> </ul> </li> </ul>	

- The remainder of the proposed bike lane does not affect parking elsewhere on this stretch.

- Construction is planned this summer.
- Project funding is local

Budget Impact:

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

Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A

If new, specify funding source:

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

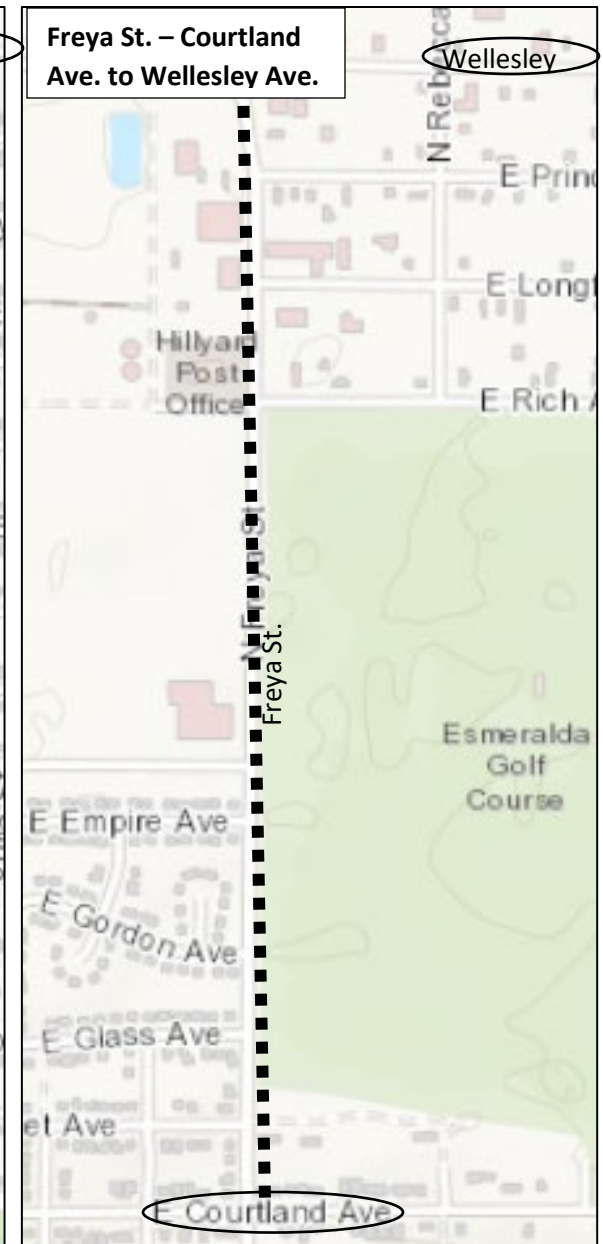
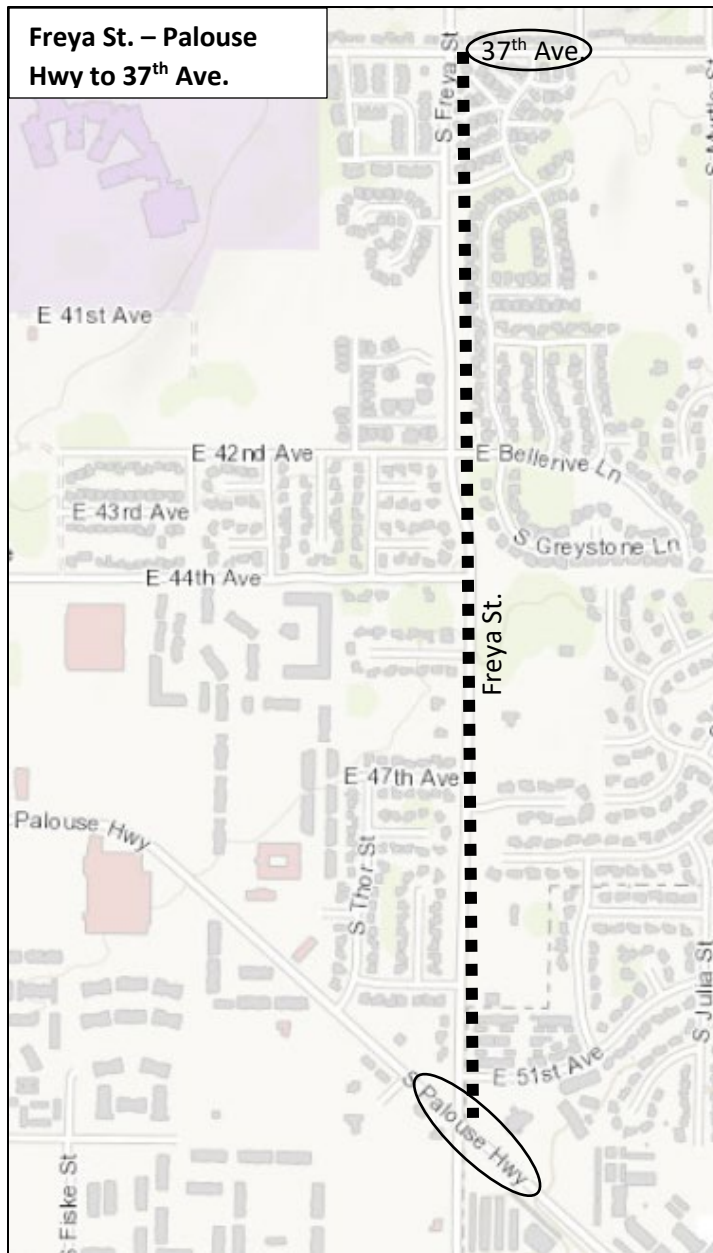
Operations Impact:

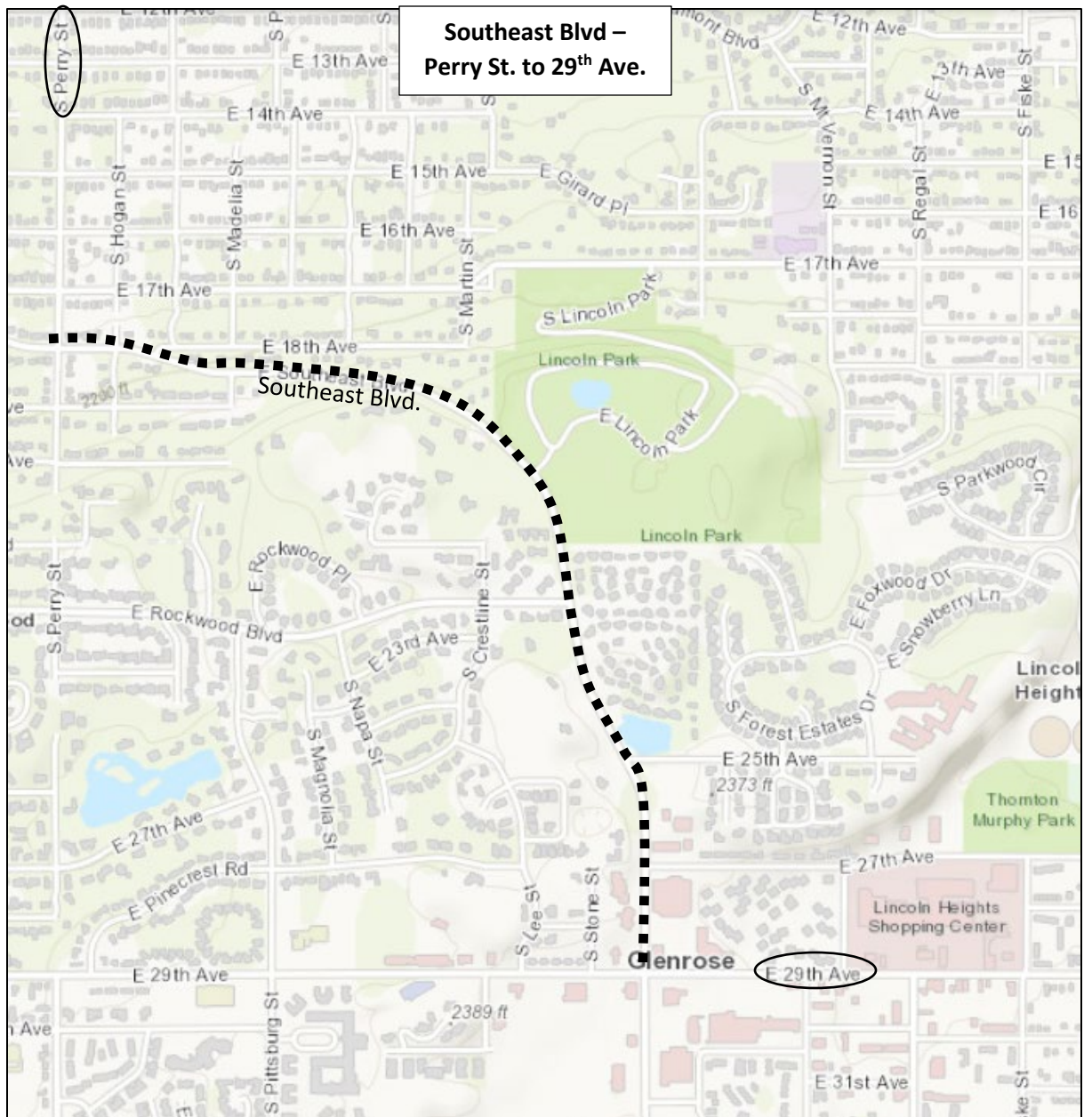
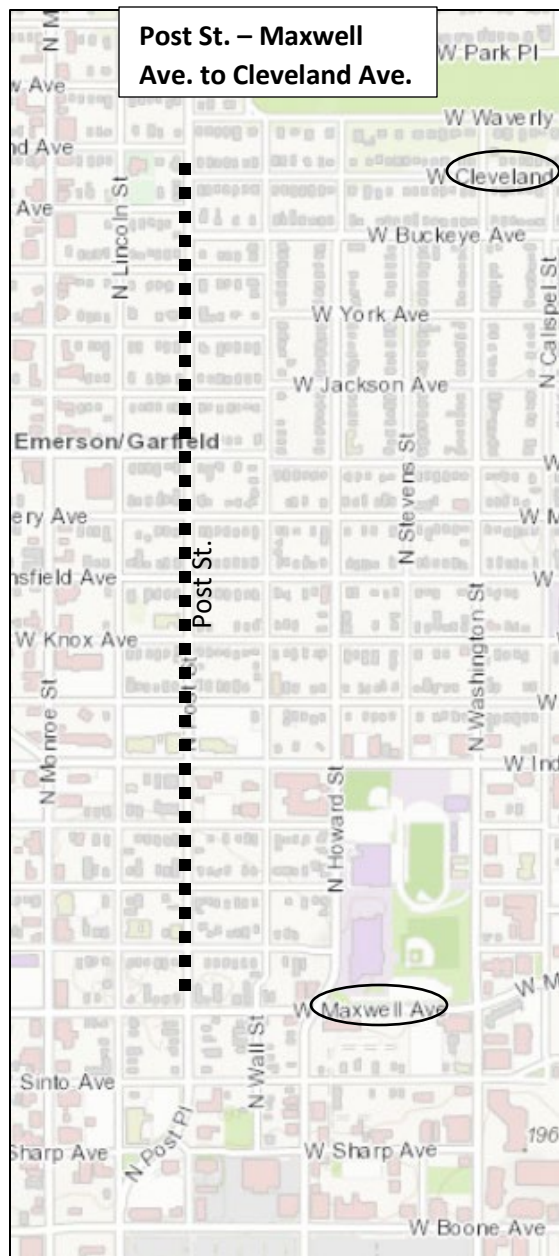
Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☐Yes ☒No ☐N/A

Specify changes required:

Known challenges/barriers:





**BRIEFING PAPER**  
**City of Spokane**  
**Tentative Agreement on Lieutenants & Captains Association Contract**  
**2017-2021**

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**Subject**

Tentative Agreement for 5-year contract with Lieutenants & Captains Association (2017-2021)

**Background**

The labor agreement between the City of Spokane and the Lieutenants & Captains Association expired on December 31, 2016. Structurally, this agreement builds from the recently approved Spokane Police Guild CBA, which needed to be in place before this agreement could be finalized.

The parties first entered into negotiations on a successor contract in May 2018. The City met three times with the Lieutenants & Captains Association through July 2018 and then negotiations paused pending progress on the Police Guild contract. In 2020, the Police Guild, City Administration, and City Council collaborated further on the Police Guild contract, and the Police Guild contract was ratified in March 2021. Following agreement with the Guild CBA, the City met with the Lieutenants & Captains Association twice in March 2021, leading to this tentative agreement.

Members of the Lieutenants & Captains Association will vote on the TA April 27<sup>th</sup> and Association leadership recommends approval.

**Discussion**

The proposed TA provides for the average total cost of compensation (TCC) increase of approximately **2.9% annually**. Details by year are below.

The contract also makes significant additions to the section covering independent oversight. The Lieutenants & Captains Association agreed with all of the additions negotiated by the Police Guild. Notably, the contract:

- Extends the authority of the ombudsperson to the assistant ombudsperson, including the ability to participate in internal affairs interviews, request further investigation, recommend mediation, make the determination that an investigation is thorough and objective, review and provide input on internal affairs case summaries, and attend review board meetings for uses of force, collisions, and deadly force
- Expands ombudsperson access to body camera footage
- Provides that the ombudsperson may appeal the classification of a complaint and type of investigation selected by the police chief
- Clarifies that all complaints may be independently investigated by the ombudsperson
- Establishes that the ombudsperson may request further investigation of major complaints and request that the police ombudsperson commission direct further investigation by the ombudsperson or a third-party independent investigator
- Adds the authority for the ombudsperson to issue a closing report after the completion of a full department investigation, chief's determination, and/or a third-party investigation that may opine on what happened

The total cost of the contract, largely consisting of retroactive back pay to January 1, 2017, is estimated to be \$992,000. Retroactive pay for years 2017 through 2020 will come from reserve funds that have been set aside from previous year's budgets in anticipation of a contract agreement. A related SBO for this amount will come before Council along with this agreement. Compensation for 2021 is within the 2021 budgeted amount the City Council approved in December and will be paid out of the current operating budget.

## **Details**

*Effective Date of TA's by year:*

### 2017

1. 2.25% COLA
2. Article numbering has been converted from roman numerals to numbers.

### 2018

1. 3% COLA
2. Article 1 – Recognition: updated to replace Union Security Clause to comply with Janus decision.
3. Article 5 – Union Security: Eliminate Article to comply with Janus decision.

### 2019

1. 3% COLA
2. Article 16 – Leaves of Absence: New Section C for “Paid Family Medical Leave (PFML)” is added. Section C states: The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2020, premiums will total four-tenths of one percent (.4%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .4 percent of employees' wages. Premium collection began January 1, 2019.

### 2020

1. 3% COLA

### 2021

1. 2.5% COLA
2. Article 6 – Grievance Procedure/Permanent Umpire: Modified to mirror Police Guild grievance procedure/permanent umpire.
3. Article 8 – Holidays: Patrol Lieutenants shall observe all holidays on the date they occur.
4. Article 9 – Hours of Work: Addition of a 9/80 or a 10/40 schedule.
5. Article 10 – Overtime: Addition of shift premium for the 4<sup>th</sup> shift. The department does not currently have a 4<sup>th</sup> shift, but could add one in the future; Housekeeping in mutual schedule adjustment section.
6. Article 10 – Overtime: Duty Staff Officer (DSO) weekly pay increased by \$500 for a total of \$1000, retroactive to January 1, 2021. *This agreement is the result of an Unfair Labor Practice (ULP) settlement and was not negotiated as part of this contract.*
7. Article 12 – Leaves: Total vacation accrual shall not exceed forty (40) hours plus two (2) times their annual vacation accrual. Eliminated “or two hundred (200) hours, whichever is greater”.

Personal Leave allowance clarification for when an OOG assignment is consecutive with a hard promotion to Lieutenant.

8. Section 16: Leave of Absence: Retirement for illness leave buyback is defined as: Either those members who voluntarily leave employment after reaching the age of fifty (50) and with a minimum of twenty (20) years of service with the Spokane Police Department or those members who voluntarily leave employment after reaching the age of fifty-three (53) and have completed a minimum of five (5) years of service with the Spokane Police Department. There are no remaining LEOFF I members in the Police department, and the LEOFF I/LEOFF II references have been updated to simply say “member” or “employee”.
9. Article 17 – General Provisions: When an employee works OOG and subsequently receives a permanent promotion to the same classification, the date in classification will be back-dated to the date their OOG assignment began.
10. Article 18 – Insurance: Housekeeping to eliminate LEOFF I and LEOFF II references.
11. Article 22 – Deferred Compensation: New non-match contribution of 1% of each employee’s base pay including longevity, regardless of whether the employee makes his/her own contribution. The non-match contribution is effective December 1, 2021.
12. Article 24 – Salary Savings Plan: Housekeeping to remove LEOFF I and LEOFF II references.
13. Article 25 – Civilian Review: Multiple changes, which include:
  - a. “Office of the Police Ombudsman (OPO)” is defined to include the OPO, Assistant OPO and full-time/regular part-time employees.
  - b. Deputy Ombudsman is granted authority previously vested exclusively with Ombudsman to include, inter alia: participation in IA interviews, ability to request further investigation, ability to recommend mediation, ability to make the “timely, thorough and objective” determination after an investigation, ability to review and provide input on IA case summaries and issue closing reports.
  - c. The OPO is granted access to all information in possession of the Police Department that is relevant to the complaint. This is expanded to include body camera footage, IA Pro and Blue Team, and allows Ombudsman and Deputy Ombudsman to attend meetings of Use of Force Review Board, Collision Review Board and Deadly Force Review Board as -participating observer.
  - d. Expands authority of OPO to review all complaints and not just those that may result in a suspension or termination.
  - e. Adds language that the Ombudsman and Deputy Ombudsman may appeal the classification of the complaint and type of investigation selected by the Police Chief; however, the Police Chief’s decision is final.
  - f. Adds language providing that all complaints may be independently investigated by the Ombudsman or Deputy Ombudsman if the Police Department elects not to investigate the complaint or suspends an investigation.
  - g. Adds language allowing the Ombudsman and Deputy Ombudsman the ability to request further investigation be performed of a minor complaint. Police Chief’s determination of need for further investigation or supplemental investigation of minor complaint is final. The Ombudsman and Deputy Ombudsman also may request further investigation of major complaint. If the Chief declines, Ombudsman and Deputy Ombudsman may submit request to OPOC and OPOC may direct an independent investigation by OPO or third party independent investigator.
  - h. New language is added to provide that where the Department has investigated the complaint, the Department will prepare a case summary. The Ombudsman and Deputy Ombudsman may provide input into the case summary, although the decision as to the final version of the case summary lies with the Department. OPO also may publish a policy and procedure report that identifies recommended policy and procedure changes.

- i. New language is added to authorize the OPO or OPOC to prepare a closing report. The closing report may include the OPO and/or OPOC's perspective of the factual information obtained as a result of the dependent investigation, third party investigation or OPO investigation. Prior to releasing the closing report, the Lieutenants & Captains Association will be provided a copy for review in consideration of potential contract violations. The Lieutenants & Captains Association has ten (10) business days to disclose any potential contract violations in writing to the Mayor with a copy to the OPO and OPOC. The OPO or OPOC has ten (10) days to respond to the Association's grievance. If the grievance is not resolved within thirty (30) days, the Association may request Expedited Arbitration.
  - j. New language is added to clarify that an independent arbitrator has the authority to determine if the OPO or OPOC violated any term of the Agreement but any disciplinary or corrective action for such a violation is determined solely in accordance with the Spokane Municipal Code, which vests such authority with the OPOC and City Council respectively.
14. Attachment A – The City's monthly contribution to VEBA will increase by \$25, for a total of \$75/month.
15. Director of Police Business Services – The Director will assume supervisory responsibilities of Police Records and the SPD Property Facility. She will assume those supervisory responsibilities upon contract ratification. This resolves an outstanding Demand to Bargain over the assignment of Police Records and the SPD Property Facility to this civilian director. Both work groups are currently supervised by a Captain.

Action

Approve TA

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Police Lieutenants and Captains Contract – SBO
<b>Date:</b>	May 3, 2021
<b>Contact (email &amp; phone):</b>	Paul Ingiosi (pingiosi@spokanecity.org; 625-6061)
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<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>	N/A
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO for Costs Related to Police Lieutenants and Captains Contract
<b>Background/History:</b> The labor agreement between the City of Spokane and the Spokane Police Lieutenants and Captains Association expired December 31, 2016. The City and the Association have reached an agreement for the time period of January 1, 2017 through December 31, 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The labor agreement between the City and the Association expired December 31, 2016.</li> <li>The City and Association have reached an agreement for the time period covering January 1, 2017 through December 31, 2021.</li> <li>The agreement includes annual salary increases of 2.25%, 3%, 3%, 3%, and 2.5% over the life of the contract.</li> <li>The SBO covers employee costs retroactive to the start date of the agreement in the total amount of \$1,095,000.</li> </ul>	
<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: General Fund unappropriated reserves. Other budget impacts: (revenue generating, match requirements, etc.) n/a	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the various funds, 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>\$ 1,095,000</u>
TO:	0680-xxxxx	General Fund	
	xxxxx-09160	Police Lieutenant	556,000
	xxxxx-09170	Police Captain	266,000
	xxxxx-08080	Police Chief	53,000
	xxxxx-09190	Police Major	98,000
	xxxxx-09200	Asst. Police Chief	50,000
	xxxxx-52230	Pension LEOFF II	72,000
			<u>\$ 1,095,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Spokane Police Lieutenants and Captains Association contract, 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

Patrick Striker, Executive Director  
Spokane C.O.P.S.  
6107 N. Astor St.  
Spokane, WA 99208



Supporting Community Crime Prevention

pstriker@spokanecops.org

BOARD OF DIRECTORS

Karen Stratton	Kelly Cruz
Larry Valadez	Doug McGuire
Laura McAloon	Maj. Eric Olsen
Brandy Dickinson	Luvimae Omana
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509-625-3302

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## Proposal for Community Safety Positions

### Executive Summary

As we look at community safety in Spokane and ask how we can keep our community safe in the most effective ways possible, we can look at options and alternatives the nation is currently exploring and seeing effective results with. We have an incredibly strong volunteer base and will always continue to use our volunteers, but recognize that there are often community needs that require a more well-trained, full-time person that a volunteer is able to refer community members to, as opposed to using the volunteer himself/herself.

This proposal is being submitted to City Council as ideas for positions that will make Spokane a safer community, but do it in a way that is currently more economically feasible for the city (which is always important, but particularly with potential budget shortfalls from Covid), as well as making use of unarmed, non-uniformed staff who would be perceived as community members, rather than armed, uniformed police officers to provide services. For many positions, this method can still get results but allow community members to feel more comfortable. As with all things, the goal of the COPS program is to make the community safer but in ways that build community, not in ways that can alienate or create uncomfortable situations for some members of our community.

Further, as these positions would be run through the COPS program, I think it is important to note that this organization is focused on getting results rather than finding reasons to be unable to get the job done, and that I, as the Executive Director, pride myself on being easy to work, always amenable to City Council's views for our community, and committed to community safety through positive means.

The positions in this proposal are presented as ideas and points of entry for discussion. City Council may choose to recommend adjustments for any position goals, and this organization is quite amenable to that. City Council may decide to fund some and not all of these ideas (perhaps even none at all), and this organization is perfectly amenable and understanding of that as well.

Regards,

Patrick Striker  
Executive Director

Patrick Striker, Executive Director  
Spokane C.O.P.S.  
6107 N. Astor St.  
Spokane, WA 99208



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## Crime Victim Advocate

Background: Spokane COPS currently has two full-time Crime Victim Advocate positions. These positions have proven to be incredibly effective in dealing with crime victims. Too often, a person has been victimized and needs assistance over and beyond what is already provided by volunteers at a neighborhood COPS shop (some examples would be rape victims, someone dealing with a stalker, someone in a domestic violence situation, victims of identity theft, and so many more). These victims need someone who can spend one-on-one time with them and get them what they need to move forward. They need an advocate who can help get them the right officer, be there with them when speaking with a detective, help them navigate government paperwork to get their identity back, be there with them in court, help them with the paperwork for a no contact order, and so many more things that even an educated, well-connected person struggles to figure out or even know about (let alone someone who is perhaps not as educated, or someone not native to Spokane or even America, etc). These Advocates have proven to be absolutely essential for so many victims and have proven their worth many times over. Police officers are not able to take people by the hand who have been victimized, so these positions do that.

Job Description: This is a full time position with health care and matching 401(k). Hours will vary based on victim needs, and will include weekends and evenings

This position will be staffed at a COPS shop, with hours to be determined based on greatest need for the community · This position will answer directly to the Executive Director · This position will sometimes operate the front desk of a COPS shop, and other times be in the community meeting with victims · This position will act as a liaison between the community and the police department · Staff member will be expected to become proficient over time in crime prevention, next steps for victims, available resources, and networking when needed · Staff member will be expected to excel in customer service and understand the significance of the role they play in assisting community members who have been victimized by crime, or even *feel* they are victims

Required skills: Exceptional customer service · Ability to empathize with victims · Ability to problem solve and help community members get answers · Ability to remain organized · Ability to create clear, concise written reports · Proficiency with Microsoft Office products

Candidate must be able to pass a thorough criminal background check

### Cost:

Salary	\$45000
Health care and dental	\$7800 (\$650mo X 12mo)
4% matching 401(k)	\$1800
Business payroll taxes	\$4000 (FICA, SUTA, unemp. ins., state ind. ins. etc.)
Overhead/managerial/supplies/misc	\$8790 (standard 15%)
<b>Total cost</b>	<b>\$67,390</b>

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## Front Desk at Precincts

Background: SPD has moved to a precinct model, with three precincts currently. The downtown precinct in particular is touted as a location for community members to access law enforcement. However, with the shortage of officers, it may be beneficial to use a full time staff member to work the front desk and free up officers to focus on other things. Further, this organization has found that many community members will not approach a police officer when assistance is needed, but will approach a community member. Thus, using a community member instead of a police officer would allow for greater reach and greater impact in the community, particularly for those community members who need assistance but are leery of the police.

Job Description: This is a full time position with health care and matching 401(k).

This position will be staffed at the front desk of a precinct, with hours to be determined based on greatest need for the community · This position will answer directly to the Executive Director · This position will operate the front desk of the precinct, acting as a liaison between the community and the police department · Staff member will be expected to become proficient over time in crime prevention, next steps for victims, available resources, and networking when needed · Staff member will be expected to excel in customer service and understand the significance of the role they play in assisting community members who have been victimized by crime, or even *feel* they are victims

Required skills: Exceptional customer service · Ability to empathize with victims · Ability to problem solve and help community members get answers · Ability to remain organized · Ability to create clear, concise written reports · Proficiency with Microsoft Office products

Candidate must be able to pass a thorough criminal background check

### Cost:

Salary	\$45000
Health care and dental	\$7800 (\$650mo X 12mo)
4% matching 401(k)	\$1800
Business payroll taxes	\$4000 (FICA, SUTA, unemp. ins., state ind. ins. etc.)
Overhead/managerial/supplies/misc	\$8790 (standard 15%)
<b>Total cost</b>	<b>\$67,390</b> (note that this is for the same service an officer would be supplying at a cost of \$120,000).

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## Graffiti Cleanup

Background: Graffiti is a problem in Spokane, as it is in most cities. While graffiti not only creates a visual eyesore for community members, graffiti serves to attract crime. Areas that have graffiti will almost certainly experience more crime by creating a psychologically attractive quality to criminals (the “broken windows theory”). Therefore, graffiti needs to be removed quickly in all cases. Further, graffiti needs to be sent to the gang unit to look for signs of active gang presence in areas (the gang unit recommends this). In the past, Spokane has struggled to stay on top of graffiti, and many areas then experience more crime as a result. Further, Spokane does not typically work with property owners to educate them on the importance of dealing with graffiti so as not to attract crime, and there is a lot of work that can be done with chronically hit areas to devise a plan to minimize repeated vandalism (rather than allowing them to be vandalized over and over).

Job description: this is a full-time position with health care and matching 401(k).

This position will work with property owners to quickly remove graffiti on personal property · Removal will include painting over the graffiti to hide markings, pictures, and wording (color is not expected to be an exact match unless the owner would like to provide) · Work with owners to educate on the significance of graffiti and how it attracts crime by conversing with owners and passing out material · Work with owners of chronically hit areas to actually devise a plan to minimize recurrence of graffiti  
Required skills: Exceptional customer service and ability to work with the community · Physical ability to carry paint cans and access areas that may require ladders or other similar methods to reach · Ability to explain the significance of removing graffiti to community members · Ability to offer advice on chronically hit areas to minimize recurrence

Candidate must be able to pass a thorough criminal background check

Cost:

Salary	\$40000
Health care and dental	\$7800 (\$650mo X 12mo)
4% matching 401(k)	\$1600
Business payroll taxes	\$5000 (FICA, SUTA, unemp. ins., state ind. ins. etc.)
Paint/supplies	\$4000
Mileage/auto insurance	\$5000
Overhead/managerial/misc	\$9510 (standard 15%)
<b>Total cost</b>	<b>\$72,910</b>
<b>One time vehicle expense</b>	<b>\$30,000</b>

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## Crime Prevention Through Environmental Design Coordinator

Background: CPTED (Crime Prevention Through Environmental Design) is an incredibly concept that significantly reduces risk of crime through fairly simple means: landscaping, proper doors and windows, ensuring visual lines of site, etc. CPTED can be used by both residential and commercial locations with much success. We currently have staff and volunteers who are trained in CPTED, but this concept really needs to be expanded and hit hard throughout the city. SPD has a few CPTED trained officers, but due to staffing, they often ask us to do it. Having a CPTED coordinator whose function is to promote this program through approaching businesses and residential areas, provide CPTED assessment, and facilitate volunteers in this program could lead a noticeable reduction in crime across Spokane. Our Crime Free Rental Properties program has CPTED assessments as a requirement, and we currently certify 50+ rental properties alone per year.

Job Description: This is a full time position with health care and matching 401(k). Hours will vary slightly based on community needs, and may include some weekends and evenings  
This position will answer directly Programs Manager · This position will spend most of the time out in the community, reaching out to businesses, residential homes, apartment complexes, etc., to provide CPTED assessments · Staff member will receive training on CPTED and will be expected to become and expert in the field, understanding the significance and having a strong knowledge of concepts and products

Required skills: Exceptional customer service · Ability to remain organized · Ability to approach businesses and residential areas to promote assessments · Ability to approach groups and ask to present on the subject · Ability to create clear, concise written reports · Proficiency with Microsoft Office products

Candidate must be able to pass a thorough criminal background check

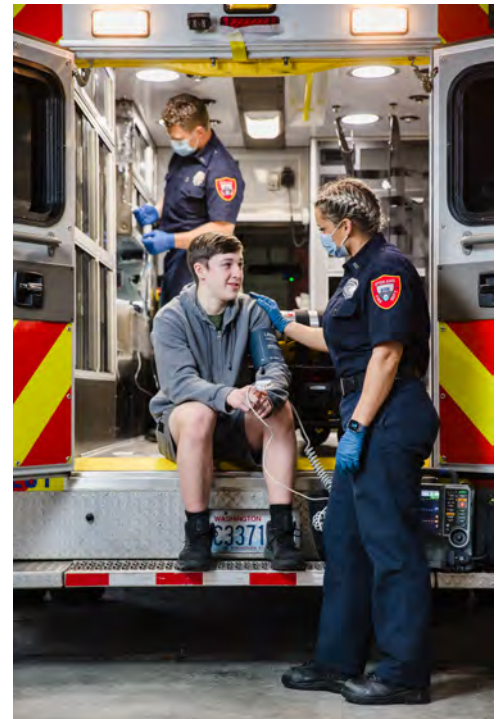
**Cost:**

Salary	\$45000
Health care and dental	\$7800 (\$650mo X 12mo)
4% matching 401(k)	\$1800
Business payroll taxes	\$4000 (FICA, SUTA, unemp. ins., state ind. ins. etc.)
Mileage/auto insurance	\$5000
Overhead/managerial/supplies/misc	\$9540 (standard 15%)
<b>Total cost</b>	<b>\$73,140</b>
<b>One time vehicle expense:</b>	<b>\$20,000</b>



**BRIAN SCHAEFFER**  
FIRE CHIEF

# Ambulance Contract Renewal White Paper





**BRIAN SCHAEFFER**  
FIRE CHIEF

## **Ambulance Transport Agreement (2021) Briefing Paper -- May 3, 2021**

### **INTRODUCTION**

The current ambulance service contract between the City of Spokane Fire Department and American Medical Response (AMR) started in June of 2015. The contract is a five-year contract with an automatic renewal for five years at the discretion of the City and based upon the contractor's clinical, customer service and operational performance. The original five-year renewal date was May 31, 2020 during the time that the COVID-19 Pandemic was intensifying in the community. In May of 2020, the City agreed to a one-year extension to the contract. The one-year extension was agreed upon to address the impacts of the COVID-19 pandemic on the operations of ambulance service and allowed a closer review of how ambulance service is provided in Spokane. AMR has proven to be a reliable partner in the City's Prehospital EMS and Trauma system. AMR is fully integrated as our partner operationally, clinically, and administratively.

The agreed upon modifications to the one-year contract extension include:

1. During the COVID-19 outbreak, the City waives liquidated damages and response time penalties due to extended out-of-service times for decontamination procedures.
2. Permits AMR to use EMT-staffed ambulance to compensate for reduced numbers of Paramedics due to exposure and predicted surge in number of COVID-19 related EMS incidents.
3. To conserve essential Fire Department resources, AMR will respond without Fire Department resources to all Alpha and Bravo (lower acuity) EMS incidents; and
4. Authorizes an increase in the ambulance service rates outside of the contractually allowed inflationary adjustments based on the All-Urban Consumer Price Index.

The one-year extension is reaching its expiration date and it is recommended that the City proceed with a 4-year extension beginning in June of 2021 and expiring at the end of May in 2025. This will complete the contractual provision for a full five-year extension of the contract that started in June of 2015.

The following information provides a summary of:

1. The key elements of the original contract that started in May of 2015.
2. The key elements of the one-year extension of the contract.
3. The key elements of the proposed four-year extension.
4. Rates that will be a part of the recommended four-year extension presented as a comparison to ambulance rates for communities that are similar to Spokane.
5. Discussion of liquidated damages that are a part of the four-year extension.
6. Discussion of cost avoidance realized by the Spokane Fire Department for consumable supplies and medications; and
7. Discussion of the CPI calculation strategy that is part of the recommended four-year extension.



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## **CONTRACT COMPARISON**

The table in attachment 'A' is presented to identify similarities and differences between the three contract documents. The over-arching provisions remain largely intact, and differences identified in the recommended four-year extension clarify language and provide a foundation for an ambulance service RFP that must be developed in 2024.

## **AMBULANCE RATES**

The one-year extension included an increase in ambulance rates that allowed ambulance rates to approximate ambulance rates in communities of like size. Historically, ambulance rates in Spokane are significantly below rates charged to patients in other communities. Existing facts that drove this situation included:

- Negotiated salaries and benefits for AMR employees that exceed the nominal CPI contract increase in ambulance rates.
- Significant inflation in prices for required medical supplies and medications.
- Increased cost of Personal Protective Equipment (PPE) in the face of the COVID-19 pandemic.
- Increased costs associated with operation of ambulance vehicles; and
- Increased overtime costs associated with isolation and quarantine of AMR personnel exposed to COVID-19.

While the rates that the City approved in the one-year extension were significant, they did align Spokane with cities that are comparable to Spokane. It is important to note that AMR is not seeking an increase in approved ambulance rates apart from the contractually permitted CPI adjustments for the recommended four-year extension. The table below provides an updated comparison of ambulance rates based on a survey that was done in March of 2021.

	<b>ALS I Base</b>	<b>ALS II Base</b>	<b>BLS Base</b>	<b>Per Mile</b>	<b>O2 Fee</b>	<b>Treat/No Transp.-BLS</b>	<b>Treat/No Transport- ALS</b>
<b>City of Tacoma Fire</b>	\$1,220.00	\$1,220.00	\$980.00	\$20.00	N/A	N/A	N/A
<b>East Pierce Fire</b>	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
<b>Spokane- Current</b>	<b>\$975.00</b>	<b>\$975.00</b>	<b>\$975.00</b>	<b>\$23.45</b>	<b>\$58.64</b>	<b>N/A</b>	<b>N/A</b>
<b>Spokane Co.- 2020</b>	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
<b>So. Snohomish Fire &amp; Rescue</b>	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
<b>Kootenai Co. ID</b>	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
<b>Ada Co., ID</b>	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
<b>Kittitas Valley Fire</b>	\$903.00	\$990.00	\$693.00	\$18.00	N/A	N/A	N/A
<b>Moses Lake Fire Dept.</b>	\$1,075.00	\$1,075.00	\$980.00	\$17.00	N/A	N/A	N/A



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**Notes:**

1. N/A is used to denote that there is no charge for this item
2. City of Tacoma FD does not distinct between ALS I and ALS II. They do not charge for ancillaries (e.g., bandaging, medications, O2, etc.)
3. Kittitas Valley Fire & Rescue has a County resident fee and a Non-Resident fee. County residents are charged a tax for EMS that augments the transport revenue. The charges in the table are for residents of Kittitas County. Non-Resident fees are ALS I- \$1,181; ALS II - \$1,315; BLS- \$913. KVF&R also charges a non-emergent BLS fee for interfacility transports.
4. Kootenai Co. EMS and Ada Co. EMS in Idaho charge a "Treat and No Transport" Fee.
5. Ada County, Idaho charges all non-residents an additional \$119.88 in addition to the charges listed in the table above.
6. Kootenai Co. EMS charges based on resident vs. non-resident as Kootenai County is considered a legal "Ambulance District" under Idaho state law and receives a county tax subsidy through the ambulance district tax. The rates reflect non-resident charges.

It is important to note that any increase in the ambulance rate does not impact Medicare and Medicaid patients. In both cases. The government plans do not adjust the amount they reimburse when user fees increase. In Spokane, this represents a significant percentage of people who utilize ambulance service (approximately 60%).

**CPI ADJUSTMENT**

The current and past contracts allow AMR to request a rate adjustment commensurate with the "All Urban CPI" (January 1-December 31). There is no clear, documented method for calculating this increase as the method by which the Federal Government calculates the CPI is confusing. The recommended, four-year extension addresses this by clearly identifying the methodology by which the CPI will be calculated. This is an important component for future ambulance contracts to clarify any ambiguity. The proposed calculation:

1. Uses the average of the U.S. Department of Labor, Bureau of Labor statistics' U.S. Medical Care Services Index, and The All Items-West Class A City data; and
2. Modifies the average in #1 above to adjust for AMR's ability to collect increased rates from Government Payors including Medicare, Medicaid and the Veteran's Administration. Note: government payors to not increase reimbursement without legislative action that authorizes an increase in payment.

The language clearly identifies how the annual CPI increase is calculated and eliminates the ongoing dialogue on how best to calculate the CPI increase. Further, it maintains the language that the Fire Chief must approve the request in writing before it is applied and implemented.

**LIQUIDATED DAMAGES**

The recommended four-year extension maintains the provisions for liquidated damages for non-performance. This provision incentivizes AMR to meet the response time criteria outlined in the



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contract (Article II-Operations, Section 11, A-D), at the risk of incurring significant fines for non-performance. The liquidated damages are calculated on every call where AMR is non-compliant with the requirements, regardless of whether they meet or exceed the 90<sup>th</sup> percentile. In most communities with high-performance contracts, liquidated damages are assessed when the ambulance provider drops below the 90<sup>th</sup> percentile vs. assessing the penalty on every response. While liquidated damage provisions are maintained in the recommended four-year contract, the language is modified to reflect that liquidated damages are assessed when AMR fails to meet the overall 90<sup>th</sup> percentile for all responses in a single month. If AMR falls below the 90<sup>th</sup> performance percentile in any given month during the four-year extension, all calls for that month will be subject to liquidated damages penalties. This provision incentivizes AMR to meet or exceed performance requirements, and assures that the community receives quality ambulance services using the same measurement as the Fire Department.

### **PATIENT CARE SUPPLIES AND PHARMACEUTICALS**

The current contract and the one-year contract extension maintained the provision that AMR purchases all expendable supplies ordered by the Spokane Fire Department. This provision is continued within the recommended four-year extension. This provision allows the Fire Department to place orders for items such as medications, bandages, disposable oxygen delivery supplies, and other supplies that are used to treat patients and the supplier bills AMR directly for these costs.

The cost of Pharmaceuticals, PPE and assorted other supplies used in the day-to-day provision of EMS continues to increase. AMR bears the responsibility for absorbing the cost increase through this provision in the contract. Uncertain inventory levels also impact the ability of the Fire Department to obtain needed supplies. In addition to paying for expendable supplies, there have been instances throughout the course of the contract when AMR has provided the needed items through their national purchasing contracts and helped the Fire Department avoid being without a needed item.

A review of supplies and medication expense over a 15-month period shows that AMR paid a total of \$257,703.00 or approximately \$17,100.00 per month. In the absence of this provision in the contract, the Spokane Fire Department would incur this expense with no opportunity to receive reimbursement for these supplies.

In 2020, the Spokane County Medical Program Director added a new medication to his formulary that is best administered utilizing an I.V. pump. AMR recently spent approximately \$248,000.00 to equip all ambulances with IV pumps to assure this medication is administered safely. This investment has a direct impact on the health and safety of patients treated in the City of Spokane.

### **CONCLUSION**

AMR consistently demonstrates its ability to serve as a partner with the Spokane Fire Department in the provision of emergency, prehospital care. AMR has also invested heavily in the system as identified in the section above relating to supplies. AMR recently made a substantial investment in the community by leasing, and fully remodeling a new Administration and Operations center located at 1425 N. Washington Street.

The ambulance user rates that are identified in the contract extension, and approved last year by the



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City, do exceed what the City has historically experienced. The approved rates are consistent with some communities that are tax supported and that receive transport revenue. The modifications to the original contract that are highlighted in the attached matrix, are intended to maintain ambulance user rates at the level that was approved by the City in May of 2020.

The Fire Department strongly recommends approving a four-year extension of the original contract with modifications as discussed in this document.





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## Contract Comparison Matrix



**Appendix 'A'**  
**SPOKANE FIRE AMBULANCE SERVICE CONTRACT COMPARISON MATRIX**

	<b>ALS Services Provided</b>	<b>II.5. Response Readiness</b>	<b>II.11. Response Time Requirements</b>	<b>II.11.F Response Time Performance Reporting</b>	<b>II.11.G 1-5 Liquidated Damages</b>	<b>III. 1. Rate and CPI Increases</b>	<b>III.8. Prohibited Charges</b>	<b>II.11. Agreement Maintenance</b>	<b>VI.9 Disposable Supplies</b>
<b>Original Contract (June 2015-May 2020)</b>	Required	Required	Strictly enforced with penalties	Required	Required and enforced for each individual response that is out of compliance	CPI Increase permitted after first 12 months of the Agreement	Present	Present and Specified	Required that AMR pay for all expendable supplies used by SFD.
<b>One-Year Contract Extension (June 2020-May 2021)</b>	Present with ability to place BLS units as needed	Required-response time flexibility due to increased time to decon ambulances	No change in response time parameters. Liquidated damages waived due to COVID-19	Required	Liquidated damages waived due to impact of COVID-19 pandemic	Increase, in excess of the CPI increase approved by the City.	Present	Present and Specified, no change.	Required that AMR pay for all expendable supplies used by SFD.
<b>Recommended Four-Year Extension (June 2021-May 2025)</b>	Required	Required	Strictly enforced with penalties imposed if AMR compliance falls below the 90 <sup>th</sup> percentile.	Required	Required, enforced when AMR compliance falls below 90 <sup>th</sup> percentile in any given month. Penalties	No increase in rate other than CPI adjustment. CPI calculation specifically defined in proposed language to	Present	Present and Specified, no change.	Required that AMR pay for all expendable supplies used by SFD.

	ALS Services Provided	II.5. Response Readiness	II.11. Response Time Requirements	II.11.F Response Time Performance Reporting	II.11.G 1-5 Liquidated Damages	III. 1. Rate and CPI Increases	III.8. Prohibited Charges	II.11. Agreement Maintenance	VI.9 Disposable Supplies
					are then applied to each response that is out of compliance during that month. No change in penalty amounts.	clarify and memorialize. the calculation method. Adjustment			

Green highlighted boxes identify any changes to the original contract for the recommended four-year contract extension. The remaining language from the original contract remains in effect and enforceable.



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# Recommended Four Year Contract Extension





**City of Spokane**

**CONTRACT EXTENSION**

Title: **AMBULANCE SERVICES**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, a Delaware corporation, whose address is 1425 N. Washington St., Spokane, Washington 99201 ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Original Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. The amendment dated June 11, 2020, is no longer in effect. The changes noted below are to the Original Contract.

**2. Article II. Section 11 G**

Section 11 G "Liquidated Damages" is amended to include an opening sentence that states Liquidated damages are assessed in accordance with (G) (1), (2), and (3) when party fails to meet the 90% compliance in any given month. If the Party's response time performance falls below 90% in any given month, liquidated damages are assessed on a per response basis as outlined in these sections.

### ARTICLE III. FEES AND CHARGES

1. The rate schedule may be adjusted by AMR once a year on an annual basis with the increase not to exceed the average of the percentage of the following consumer price indexes (CPI) as compiled and reported by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month period, not seasonally adjusted:
  - a. The US Medical Care Services index, and
  - b. The All Items-West Class A City, and
  - c. Modified to adjust for Contractor's ability to collect increased rates from fixed government payors.

The annual rate adjustment will be applied to the approved rates and mileage, and rates will be adjusted accordingly. Any rate increase that is approved by the Contract Administrator shall be effective on June 1<sup>st</sup> of each Contract Year.

<b>EXAMPLE: CPI ADJUSTED FOR GOVERNMENT PAYORS</b>					
	<b>Contractor Payor Mix</b>	<b>Allowed Inflator</b>	<b>Source</b>	<b>Percent of CPI (Allowed Inflator ÷ Weighted CPI Increase)</b>	<b>Weighted Net Collections</b>
Medicare	54.3%	0.8%	CMS AIF	30.8%	16.7%
Medicaid	12.3%	0.0%		0.0%	0.0%
Insurance & Self Pay	33.4%	2.6%	Weighted CPI Increase	100.0%	33.4%
<i>Potential collection of user fee increase (sum of Weighted Net Collections):</i>					50.1%
<i>Weighted CPI Increase</i>					2.6%
<b>Adjusted Allowable Annual Rate Increase (Weighted CPI Increase ÷ Sum of Weighted Net Collections):</b>					<b>5.2%</b>

### 3. EFFECTIVE TERM.

This Contract Extension shall begin on June 1, 2021 and end on May 31, 2025.

#### Section 4 . Rates

Effective June 1, 2021, Appendix C is replaced with the new Appendix C attached hereto and incorporated by this reference.

#### INITIAL RATE SCHEDULE

Item	Amount charged (June 1 <sup>st</sup> 2021 Agreement year)
BLS Emergency Rate	\$975
ALS – 1 Emergency Rate	\$975
ALS – 2 Rate	\$975
Mileage Rate (per mile)	\$23.45
Oxygen Rate	\$58.64

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

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

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

21-057a



**BRIAN SCHAEFFER**  
FIRE CHIEF

# **Previously Approved One-Year Agreement**


**Agenda Sheet for City Council Meeting of:**

05/18/2020

**Date Rec'd**

5/6/2020

**Clerk's File #**

OPR 2015-0314

**Renews #****Submitting Dept**

FIRE

**Cross Ref #****Contact Name/Phone**

MIKE LOPEZ X7092

**Project #****Contact E-Mail**

MLOPEZ@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

FIRE - AMBULANCE SERVICES CONTRACT AMENDMENT

**Agenda Wording**

Contract amendment/extension with American Medical Response Ambulance Service, Inc. Contract extension will be June 01, 2020 through May 31, 2021.

**Summary (Background)**

AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Revenue \$ \$329,112 (2020)

# 1970-35121-99999-34221-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals**
**Dept Head**

SCHAEFFER, BRIAN

**Council Notifications**
**Study Session\Other**

PSCHC 05/04/2020

**Division Director**

SCHAEFFER, BRIAN

**Council Sponsor****Finance**

BUSTOS, KIM

**Distribution List**
**Legal**

ODLE, MARI

mlopez@spokanecity.org

**For the Mayor**

CRAGO, WES

fireaccounting@spokanecity.org

**Additional Approvals**

bschaeffer@spokanecity.org

**Purchasing**

Approved by Spokane City Council  
on: 6-3-2020

DocuSigned by:

Jeri Pfister

CC56CBA4DCC84D6...

City Clerk

As Amended 5/24/2020



**City of Spokane**  
**CONTRACT AMENDMENT/EXTENSION**  
**Title: AMBULANCE SERVICES**

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

*WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and*

*WHEREAS, a change or revision of the contract terms has been requested, and the Contract time for performance shall be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE TERM.**

This Contract Amendment/Extension shall begin on June 1, 2020 and end on May 31, 2021. This contract term may be renegotiated prior to end date if mutually agreed upon by all parties.

**3. AMENDMENT/ADDITIONAL WORK.**

The original contract is hereby amended to include the following:

- Article 1, Section 1- Modify "AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times" to "AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances and Basic Life Support (BLS-emergency medical technician) staffed ambulances at all times"

- Article 2, Section 1. Modify "Prior to the Agreement commencement, AMR shall present to the City's Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City's Fire Chief for the term of the Agreement" to "*Prior to addition of BLS resources, AMR shall present to the City's Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City's Fire Chief for the term of the Agreement or Public Health Crisis*"
- Article 2, Section 5. "...AMR shall not accept any request for ambulance service unless it is able to respond immediately with a paramedic-staffed vehicle..." to "*...AMR shall not accept any request for ambulance service unless it is able to respond immediately with a transport capable vehicle (ALS or BLS).*"
- Article 2 Section 11. Response Time Requirements and Liquidated Damages. Response time requirements and liquidated damages may be deferred, at the discretion of the City's Fire Chief, should the public health crisis result in a surge of EMS patients that inhibits the ability to safely meet response time criteria due to prolonged decontamination procedures, loss of personnel to staff ambulances due to exposure, or excess demand on ambulance resources.
- -AMR shall partner in the responsibility for certain 31A and 31B call types as the sole responding agency.
- Exhibit C to the original Agreement is amended and attached hereto.

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

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

DocuSigned by:  
By Edward VanHorne  
Signature 6066F323DFC94E5... Date 6/11/2020

Edward VanHorne  
Type or Print Name

Chief operating officer  
Title DS

Attest:

DocuSigned by:  
By Jenni Pister  
City Clerk 62687B14DCC84D6...



**CITY OF SPOKANE**

DocuSigned by:  
By Nadine Woodward  
Signature 99651E7EC71D4A0... Date 6/11/2020

Nadine Woodward  
Type or Print Name

Mayor  
Title

Approved as to form:

DocuSigned by:  
By Mari Padilla  
Assistant City Attorney 6136271E879110...

20-066

AMENDED APPENDIX C  
INITIAL RATE SCHEDULE

Item	Amount charged (2020-2021 Agreement year)
BLS Emergency Rate	\$975
ALS – 1 Emergency Rate	\$975
ALS – 2 Rate	\$975
Mileage Rate (per mile)	20.99
Oxygen Rate	52.49



**BRIAN SCHAEFFER**  
FIRE CHIEF

# **Last Agreement (2015-2020)**



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

May 7, 2015

CITY CLERK FILE NO.  
OPR 2015-0314

KEVIN ANDERSON  
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC  
915 West Sharp Avenue  
Spokane, WA 99201

RE: Agreement with American Medical Response (AMR) Ambulance Service of Spokane  
to provide ambulance transport when requested by the Fire Department.  
(June 01, 2015 through May 41, 2020)

The above referenced agreement was approved during the 3:30 p.m. Administrative Session by the Spokane City Council on Monday, April 27, 2015.

Enclosed you will find the original document, please review, sign and return to our office. office for final processing.

It is at that time that we will be sending you an electronic copy of the fully executed document for your file.

Thank you for your assistance regarding this contract.

Yours very truly,

Shirley M. Pippenger  
Spokane City Clerks Office

Enclosures

C: Whaley, Hunt – Assistant City Attorney  
Fire Chief Williams



**Agenda Sheet for City Council Meeting of:**  
04/20/2015

<b>Date Rec'd</b>	4/8/2015
<b>Clerk's File #</b>	OPR 2015-0314
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4060-14
<b>Requisition #</b>	

<b>Submitting Dept</b>	BUSINESS & DEVELOPER SERVICES
<b>Contact Name/Phone</b>	SCOTT SIMMONS 625-6584
<b>Contact E-Mail</b>	SMSIMMONS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0750 - AMERICAN MEDICAL RESPONSE

**Agenda Wording**

Agreement with American Medical Response (AMR) Ambulance Service of Spokane, 915 West Sharp Avenue, Spokane, WA 99201, to provide ambulance transport when requested by the Fire Department, June 01, 2015 through May 31, 2020.

**Summary (Background)**

New agreement based on the results of Bid # 4060-14. Ambulance transport service is an essential element of the Emergency Medical Services (EMS) system in the City. AMR will provide patient transport service with response time criteria, performance standards plus training and other requirements. The rates bid by AMR are competitive and will continue to keep Spokane rates for 9-1-1 ambulance transport services at the low end of the spectrum while maintaining a high level of service delivery.

**Fiscal Impact**

Revenue \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1970 30210 99999 34143 99999

#

#

#

**Approvals**

**Dept Head** SIMMONS, SCOTT M.

**Division Director** SIMMONS, SCOTT M.

**Finance** SALSTROM, JOHN

**Legal** WHALEY, HUNT

**For the Mayor** SANDERS, THERESA

**Council Notifications**

**Study Session** 03/19/15

**Other**

**Distribution List**

lhattenburg@spokanecity.org

mhughes@spokanecity.org

jsalstrom@spokanecity.org

korlob@spokanecity.org

smsimmons@spokanecity.org

bwilliams@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA

APPROVED BY SPOKANE CITY COUNCIL ON

4/27/2015  
*[Signature]*  
SPOKANE CITY CLERK

#11

## **AGREEMENT AMBULANCE SERVICE**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation (the "City"), and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), hereinafter referred to as the "Parties".

The parties agree as follows:

### **ARTICLE I - GENERAL**

- 1) **AMBULANCE SERVICES.** AMR shall provide Advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty-four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times.
- 2) **AGREEMENT TERM.** The term of this Agreement shall be for five (5) years commencing at 12:00 a.m. on June 1, 2015. It shall be renewable at the sole option of the City for an additional period of five (5) years.
- 3) **DEFINITIONS.** As used in this Agreement, the following terms have the meaning provided in this section:
  - A. "Agreement" means this Ambulance Service Agreement.
  - B. "Advanced Life Support" means currently certified Washington state paramedic(s) providing patient care.
  - C. "All Inclusive Rate" means the rate allowed by this Agreement that is inclusive of all costs for the transport except oxygen and mileage.
  - D. "ALS emergency ambulance service" means currently certified Washington state paramedics responding to requests for service in an ambulance with lights and siren.
  - E. "ALS non-emergency ambulance service" means currently certified Washington state paramedics responding to requests for ambulance service in an ambulance without lights or siren.

- F. "Ambulance" or "ambulance vehicle" means a motor vehicle that is currently licensed and certified under Washington law to provide emergency transportation of patients and/or persons who are ill or injured or who have disabilities, and that satisfies all requirements of this Agreement.
- G. "Ambulance service" means the emergency medical services contemplated under this Agreement, including without limitation the transportation of patients and/or persons who are ill or injured or who have disabilities in an ambulance and, in connection therewith, the administration of pre-hospital and out-of-hospital medical, emergency or non-emergency care, if necessary, consistent with all requirements of this Agreement.
- H. "ALS rate" means the amount charged when paramedic level interventions or medications are administered as referenced in Medicare regulations and this Agreement.
- I. "Base station" means the radio communications system used and maintained in the business or dispatch center.
- J. "BLS rate" means the amount charged when the patient does not require paramedic level interventions or medications as referenced in Medicare regulations and this Agreement.
- K. "Combined Communications Center" or "CCC" means the dispatch agency for the City of Spokane Fire Department.
- L. "Contract Administrator" means the City of Spokane Fire Department's designated EMS administrator.
- M. "Fire Chief" means the City of Spokane Fire Chief.
- N. "Fire Department" means the City of Spokane Fire Department.
- O. "Hearing Examiner" means the City of Spokane Hearing Examiner.
- P. "Medical emergency" includes the list of medical conditions set forth in Appendix "A" of this Agreement.
- Q. "Patient" means any person requiring pre-hospital medical care and/or receiving ambulance transport service under this Agreement.
- R. "Post station" means any predetermined location where an ambulance is staged waiting for the next EMS call.
- S. "Skilled nursing facility" means a licensed nursing facility as defined by State law.
- T. "Response Time" means the time period between when AMR receives a request for service and address information necessary to respond from the CCC, until AMR's arrival at the scene.

## ARTICLE II - OPERATIONS

1. COVERAGE PLAN. Prior to the Agreement commencement, AMR shall present to the City's Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City's Fire Chief for the term of the Agreement.
2. PATIENT AMBULANCE PREFERENCE. City personnel will not request a Patient's ambulance transport preference or make any recommendations. If a Patient requests an ambulance service other than AMR, the request will be honored except where the Patient's health may be jeopardized by potential delay.
3. MEDICAL EMERGENCIES. At all times during the Term of this Agreement, upon AMR's receipt of a request for ambulance service within the City limits for any medical emergency from any source other than the CCC, AMR shall immediately (i.e., within sixty (60) seconds) contact the CCC and provide it with all available information as to the nature and location of the emergency. A listing of medical emergencies and exceptions to the above stated notification requirements are set forth in Appendix "A".
4. PATIENT CARE.
  - A. The procedures for the transfer of patient care at an incident are set forth in the attached Appendix "B". These procedures may be amended by the Fire Chief, subject to approval by the Spokane County Medical Program Director, without action by the City Council. Amendments shall be filed with the City Clerk.
  - B. AMR shall follow patient care procedures as stated in the Spokane County Emergency Medical Services (EMS) Protocols & Guidelines, the East Region Patient Care Procedures (PCPs) and the Washington State Department of Health Trauma, Cardiac, Stroke and Destination Care Procedures.
5. RESPONSE READINESS. AMR shall be responsible to accept all referrals from the CCC. Provided; AMR shall not accept any request for ambulance service unless it is able to respond immediately with a paramedic-staffed vehicle. If AMR cannot immediately respond to a request for ambulance service (i.e., en-route to the call within two (2) minutes) for any reason, it shall immediately so notify the CCC. If, due to an emergency or unavailability of a vehicle/ equipment and when AMR will not have vehicle/ equipment available for any period of time, it shall immediately notify the CCC and the contract administrator by pager.
6. SPECIAL EVENTS PLANNING AND OPERATIONS. AMR shall cooperate with the City in developing and implementing operations plans for special events. AMR may be called on to provide vehicles and staffing at special events at no cost to the City. AMR may separately negotiate with the promoter of any special event for their services. AMR shall be entitled to bill any patients or third-party payors for Ambulance patient transport provided during standbys at the current approved City rates. In no case will the City be responsible for any AMR costs.

7. DISASTER. AMR agrees to provide standby service at the request of the Fire Chief or his duly authorized representative in the event of a disaster, fire scene extended law enforcement operations, or other emergency at no cost to the City.
8. CONSUMER PROTECTION. Unfair, fraudulent or deceptive practices by AMR are prohibited. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance company services is prohibited and will constitute a Material Default under Article X, Section 3.
9. COMPETITION. AMR shall not utilize the Agreement with the City in any way to compete unfairly with other companies in the area providing private ambulance services. This section simply means the City is not endorsing one ambulance service over another, and AMR shall not advertise as such.
10. ADVERTISING. All advertising or other solicitation for business by AMR shall emphasize in a conspicuous manner that its primary business is not to provide rapid initial response or advanced field life support to medical emergencies and is designed solely to transport those persons whose physical impairments render it impractical to use a regular common carrier or taxi service. AMR agrees that any materials distributed by it will include "9-1-1" as the primary and apparent emergency telephone number for medical emergencies.
11. RESPONSE TIME REQUIREMENTS. AMR shall provide for dispatch of its vehicles when notified by the CCC, according to the following response time requirements. AMR shall notify the CCC from where the unit is responding. Response time shall be calculated from the time AMR receives a request for service and receives address information necessary to respond from the CCC until AMR's arrival at the scene. AMR is to immediately notify the CCC when any assigned AMR unit is diverted to another call and shall immediately identify the substitute AMR unit that is being assigned to the original call. The response time calculation does not change if units are diverted.
  - A. Code Request. (red lights and sirens). AMR shall meet a maximum response time of ten (10) minutes for code responses (defined as use of red lights and sirens following emergency response criteria as established by State law) for at least ninety percent (90%) of the code calls referred to it by the City on a monthly basis.
  - B. No Code Request. (red lights and sirens not used). AMR shall meet a maximum response time of twenty (20) minutes for non-code responses (defined as no use of lights and sirens following normal traffic laws) for at least ninety percent (90%) of the no code calls referred to it by the City on a monthly basis.
  - C. Code requests shall be Charlie "C", Delta "D", and Echo "E" calls and no-code requests shall be Alpha "A", and Bravo "B" calls unless otherwise directed by the Fire Chief.
  - D. Individual Response Standards. Should AMR's response time performance fail to meet the required standards, the City may impose the liquidated damages,

penalties, or terminate this Agreement according to the for cause termination provisions of this Agreement. Provided:

- 1) Code Request. In no event shall any single response time exceed fifteen (15) minutes for a Code Request except as provided in the following subsection E.
- 2) No Code Request. In no event shall any single response time exceed thirty (30) minutes for a No Code Request except as provided in the following subsection E.

Note: When an AMR unit is directed to stage on a call, the AMR unit's "staging" time is considered equal to their "on scene" time.

E. Mitigating Circumstances. Mitigating circumstances for not meeting the above referenced response time standards include:

- 1) The City gives AMR a substantially incorrect address to which to respond.
- 2) While traveling to the scene of a call, the ambulance is involved in a traffic accident, suffers a mechanical breakdown, encounters a disaster, a riot, extremely bad weather, becomes involved in extreme traffic congestion or encounters another emergency en-route. The condition or event shall be of such nature and severity as to prevent the ambulance from timely reaching its destination; shall be immediately reported by the ambulance personnel to the Combined Communications Center, and be of such a nature that it could not reasonably be anticipated or avoided. AMR shall provide any backup ambulance necessary to complete its calls.
- 3) Any other circumstance as approved by the Fire Chief.
- 4) The Fire Chief shall determine in good faith whether mitigating circumstances exist.

F. Response Time Performance Reporting and Monitoring. On or before the fifteenth (15<sup>th</sup>) day of each month, AMR shall provide the Fire Department with a monthly run sheet for the prior month for all responses within the City's corporate limits. The monthly run sheet shall identify response times for all incidents during the prior month, together with any applications for exemptions. AMR shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. AMR shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. The City shall respond to the run sheet within ninety (90) days of receipt.

G. Liquidated Damages. This section is included as an incentive/deterrent for AMR to meet response times as outlined in this agreement. In the event AMR fails to meet the response time performance standards, and the City does not grant an exemption to the delay or non-response, AMR shall pay the City liquidated damages. Nothing in this section shall be construed to limit any remedies, including termination, provided

for herein with respect to any nonperformance, breach, or default by AMR. Each and every call that does not adhere to the response time standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by AMR and evaluated by the City. The City shall determine whether there were appropriate or acceptable mitigating circumstances that caused or significantly contributed to the performance failure.

- 1) Liquidated Damages for Emergency (Code response) Request: For an individual response to a code request that exceeds ten (10) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
  - 2) Liquidated Damages for Non-Emergency (No-code response) Request: For an individual response to a no-code request that exceeds twenty (20) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
  - 3) Liquidated Damages for Exceeding the Maximum Response Time: For an individual response that exceeds the maximum response time or is cancelled due to exceeding the maximum response time, AMR shall be assessed liquidated damages of six hundred dollars (\$600.00) and shall not be assessed the liquidated damages listed in 1) and 2) above.
  - 4) For a month in which Code Request incident response time is below 90% of the responses standard as outlined in section 11 A above, AMR shall be assessed liquidated damages in the amount of two thousand dollars (\$2,000) per month.
  - 5) For a month in which No-Code Request incident response time is below 90% of the responses standard as outlined in section 11 B above, AMR shall be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per month.
- H. Invoicing And Payment Of Liquidated Damages. No more frequently than monthly and at least quarterly, the City shall invoice AMR for any liquidated damages assessed during the prior period. AMR shall pay the liquidated damages within thirty (30) days of receipt of invoice.
- I. Appeal Of Liquidated Damages Assessment. AMR may request in writing that the City's Contract Administrator reconsider imposition of liquidated damages in the thirty (30) day period following the evaluation of the City. In instances when the Contract Administrator reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, AMR shall have the right to appeal such determination in writing to the Fire Chief within fifteen (15) days. The good faith ruling by the Fire Chief shall be final.
- J. Performance Incentive. After any consecutive twelve (12) calendar months of response performance review the City, at its sole discretion, may implement a

performance incentive program to minimize liquidated damages from response time violations.

12. NO CODE REQUESTS. AMR shall not use red light and/or sirens to arrive at an incident on a No Code Request. The City shall specify whether the request for ambulance services is an Alpha or Bravo no-code call. AMR shall make its own determination of the need for "code" departure from the incident to the medical facility, based on Spokane County EMS protocols/ guidelines, East Region PCPs and Washington State Department of Health Care Procedures.

13. NON-TRADITIONAL HEALTH CARE

The parties will work collaboratively to identify potential non-traditional, out-of-hospital health care, in which personnel from both agencies may participate in programs intended to enhance overall health care delivery to the citizens of the community and integrated community medical services. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out-of-hospital health care, in order to identify optimal and more efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities in an effort to better manage costs associated with the provision of such services.

- A. Nurse Line – The parties will evaluate the feasibility of Nurse Line services being provided by AMR. Should the parties determine that such services are feasible, any cost to the City for those services will be negotiated between the parties.

ARTICLE III. FEES AND CHARGES

1. INITIAL RATE / CPI INCREASES. The rates set forth in Attachment "C" shall apply for the first twelve (12) months of this Agreement. The rate schedule may be adjusted by AMR once a year thereafter on an annual basis with the increase not to exceed the latest annual U.S. All Urban Consumer Price Index (January 1-December 31) with a minimum increase of two (2) percent and a maximum increase of five (5) percent as agreed to by the parties. AMR shall notify the Fire Chief in writing of the adjusted rates based on the C.P.I at least sixty (60) days prior to the effective date of the changes. Rate changes cannot be implemented until receiving written approval from the Fire Chief, which shall not be unreasonably withheld.
2. RATE LISTING. AMR shall annually in June file and maintain with the Contract Administrator a current rate schedule of all patient fees and charges applicable to the Agreement.
3. OTHER CHANGE REQUESTS ALLOWED. AMR may submit requests for changes to fees and charges based on the following:
  - A. Changes in Technology/ Unforeseen Expenses. AMR may request new charges based on changes in technology or for impacts to its operation that were unforeseen or beyond its control. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.

- B. Changes in Collections due to Fixed Rate Payers/ Non-Payers. In addition to the circumstances described in Section 3(A) above, during the term of this Agreement, AMR may make no more than two (2) requests for an adjustment of the fees set forth in Attachment "C" to compensate for the effect that fixed rate payers (e.g. Medicare, Medicaid) and non-payers have on AMR's collections. Such requests must be at least eighteen (18) months apart and shall be supported by detailed documentation showing the need for the increase. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.
4. RATE ADJUSTMENTS / NEW CHARGES. All other rate adjustments or new charges shall require approval by the City Council. AMR will submit a written request to the City's Contract Administrator requesting a change. If the City Council fails to reach a decision approving or denying AMR's request within ninety (90) days of AMR's submittal of the written request or otherwise takes no action on the request, the requested rate adjustments and/or new charges will be deemed approved by the City Council.
5. DECREASED COSTS. Rate decreases are at the option of AMR and are not a requirement of the Agreement.
6. REVIEW OF BILLING AND CHARGES. AMR shall keep true, full and accurate patient records, bills, charts, and related materials for a period of time as required by federal and state law, relating to the services provided by AMR pursuant to this Agreement, together with any other information which will in any way affect AMR's requests for payments for services and/or rate increases and new charges. The Contract Administrator shall be allowed, after fifteen (15) days prior notice, to inspect AMR's books of account at AMR's offices.
- A. The Contract Administrator will regularly request and review AMR's patient billings to monitor compliance with the pricing requirements. AMR shall forward bills, charts, and other related materials within fifteen (15) days of the request.
- B. Upon a discovery of a significant and material billing error and discussion with AMR, if the Fire Chief determines an independent review or audit is necessary by a certified public accountant he will advise AMR in writing of the City's intent to procure the review or audit. AMR shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.
7. PAYMENT BY PATIENTS. AMR shall look solely to the person(s) to whom ambulance services (or their financially responsible insurance company or third-party payor) are rendered for payment of all fees and charges. The City shall have no responsibility for payment of any costs incurred by AMR as a result of this Agreement.
8. PROHIBITED CHARGES.
- A. AMR shall not impose any unfair or excessive charges or fees

B. AMR shall not charge any person the agreed upon rates for treatment, supplies or equipment unless the ambulance transports the patient; provided, AMR may charge Medicare or Medicaid for emergency response to a patient that is determined to be DOA after arrival that is not transported.

C. AMR is prohibited from making on-site, en-route, or upon delivery, solicitations or requests for collection of payment.

9. BILLING, COLLECTIONS AND REPORTING.

A. AMR shall be responsible for all billing and collection functions related to services rendered pursuant to the Agreement. AMR shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. The ambulance company shall commit a pre-billing employee in their Spokane office to review bills and assure accuracy in accordance with provisions of the Agreement.

B. AMR shall maintain billing and accounts receivable information. AMR shall provide to the Contract Administrator, within ninety (90) days after the end of each fiscal year of AMR, written data that clearly identify collection rates, payor mix and compliance with rate structure, and provide for review the preliminary balance sheet and income statement for its operations within the Spokane operation. The City shall have the right to examine/ audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of state law.

10. COMPENSATION. AMR agrees that the requests for ambulance service referred to it by the City shall be fair and adequate consideration for providing the services under this Agreement. Provided, nothing herein guarantees or entitles AMR to any particular referrals of calls for ambulance service.

11. AGREEMENT MAINTENANCE. The Fire Department shall charge AMR and AMR shall pay for the City's cost of administering all aspects of this Agreement ("Administration Fee"). The Administration Fee shall be TWENTY- FIVE THOUSAND AND NO DOLLARS (\$25,000.00) plus CPI per calendar month. The City shall submit monthly invoices to AMR for the Administrative Fee. Within thirty (30) days of AMR's receipt of the City's invoice, AMR shall remit the Administrative Fee to the City's Director of Treasury Services.

The Administrative Fee will be adjusted annually as of the anniversary date of this Agreement per the formula outlined in Article III, Section 1 above as agreed to in writing by the parties. If the stated index is discontinued, the City will use the index promulgated by the Department of Labor which in the City's opinion most closely approximates the above index, and the Administrative Fee will be adjusted accordingly. The Administrative Fee shall never decrease over the previous year. The City shall be responsible for calculating the adjustment and shall, within thirty (30) days prior to each anniversary date, provide AMR with documentation

pertaining to the calculated adjustment. The purpose of this annual fee and increase is to offset the costs for the following services:

- A. The costs associated with the dispatch and computer aided dispatch connectivity including hardware, software, and maintenance to support the system;
  - B. The City's incremental cost associated with administration of the Agreement;
  - C. The City's incremental cost associated with monitoring AMR's compliance with the Agreement;
  - D. The City's incremental cost associated with integration of patient care data; and
  - E. The City's incremental cost associated with medical oversight and quality assurance; and
  - F. The City's incremental cost associated with the overall coordination of this Agreement with the community's integrated medical systems; and
  - G. The City's cost for training ambulance service employees in courses required for operations.
  - H. It is the City's responsibility to ensure that the Administrative Fee for the services that it provides to AMR set forth above is less than its actual costs to provide those services.
12. No Influence on Referrals. It is not the intent of either party to the Agreement that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in the Agreement. Any payments specified in the Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

#### ARTICLE IV - AGREEMENT ADMINISTRATION

1. LOCATION OF OFFICES. AMR shall maintain an administrative office within the Spokane City Limits. AMR shall notify the Contract Administrator in writing 90 days before moving the office.
2. RESPONSIBLE INDIVIDUAL. AMR's designated representative, as defined in subsection IV(3)(B) below, shall work in the Spokane administrative office. Administration of this Agreement shall be the designated representative's primary job function. AMR shall notify the Contract Administrator at least ninety (90) days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit ninety (90) days advance notice, AMR shall notify the Contract Administrator as soon as possible under the circumstances.

3. CONTACTS FOR RESPONSIBILITY.

- A. City. The City's designated representative for purposes of receipt of any notices shall be:

Fire Chief, City of Spokane  
Spokane Fire Department  
44 West Riverside Avenue  
Spokane, Washington 99201-0189

The City's designated representative for purposes of administering this Agreement is the Contract Administrator.

- B. AMR. The AMR's designated representative for purposes of receipt of any notices shall be:

General Manager  
American Medical Response Ambulance Service, Inc.  
915 West Sharp Avenue  
Spokane, Washington 99201

With Copy to:

Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, CO 80111

AMR's designated representative for purposes of administering this Agreement shall be:

General Manager  
American Medical Response Ambulance Service, Inc.  
915 West Sharp Avenue  
Spokane, Washington 99201

- C. Absence. The above-named persons shall designate a person to act as their authorized designee in case of absence or other circumstance where they may be unavailable and shall provide written evidence of such designation to the other party within a reasonable time.

4. MAINTENANCE OF RECORDS.

- A. AMR Records. AMR shall maintain accurate and complete records of all ambulance service calls. The records shall include date and time call received, unit number, time dispatched, time responding, on-scene time, transport time, at hospital time, nature of call, facility or place patient was transported to, initial location of responding ambulance, and time in service. The records shall be available for inspection at AMR's Spokane Office by the City's authorized representative during regular business hours.

B. AMR Records Requests. AMR shall release all requested records at its Spokane office within five (5) business days. If City staff is required to travel out of town to review records of AMR, AMR shall reimburse the City for its expenses. Prior to the commencement of the Agreement, AMR will identify all records and/or reports it will not release to the City during the term of the Agreement.

C. Inspections. At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s) may observe AMR's operations. Additionally, AMR shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel information), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by the Agreement.

City representatives and the EMS Medical Director(s) shall, at any time, and without notification, be granted access and allowed to directly observe AMR's operation of its EMS Communications Center, maintenance facility, any ambulance post location. City representative(s) and the EMS Medical Director(s) shall be allowed, after providing at least five (5) minutes notice, to ride as third person(s) on any of AMR's ambulance units; provided however that in exercising this right to inspection and observation such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with AMR's employees in the performance of their duties and contractual responsibilities, and shall, at all times be respectful of AMR's employer / employee relationship.

The City's right to observe and inspect AMR's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to AMR in advance of any such visit.

AMR will cooperate with and respond to the Fire Department and the City on all matters related to the provision of emergency and non-emergency ambulance services covered by this Agreement.

5. VIOLATIONS. The Fire Chief may assess penalties for failure of AMR to comply with a term or condition of the Agreement; provided, the Mayor must be consulted prior to the final assessment by the Fire Chief.

A. Penalties. Penalties shall be as follows:

- 1) First Violation – The Fire Chief shall issue a written reprimand and/or up to a ONE THOUSAND DOLLAR (\$1,000.00) penalty.
- 2) Second Violation – A second violation shall result in a penalty not to exceed THREE THOUSAND DOLLARS (\$3,000.00).

- 3) Three or More Violations – Three or more violations shall result in a penalty not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) for each violation.

Penalties shall be cumulative. Depending on the nature of the violation, penalties may be assessed on a daily basis.

The Fire Chief reserves the right to terminate the Agreement immediately for a material default under Article X, Section 3 or where the Fire Chief has determined that the public health or safety may be jeopardized or endangered. It may also be immediately terminated if insurance coverage is concealed, reduced, or not renewed.

B. Hearing. The Fire Department shall issue the reprimand, penalty, or termination notice which shall be served upon AMR in person or by certified mail. The notice shall state a hearing date and time at which AMR's authorized designee must appear in person before the Fire Chief to show cause why the reprimand, penalty or termination should not occur. Within five (5) business days after the hearing, the Fire Chief shall issue a written decision.

C. Appeal. AMR may appeal the Fire Chief's decision within five (5) business days of receipt thereof to the Spokane City Hearing Examiner. The Hearing Examiner may overturn the Fire Chief's decision only if AMR carries the burden of establishing that one of the standards set forth in this subsection has been met. The standards are:

1. The Fire Chief's decision is not supported by evidence that is substantial when viewed in light of the whole record before the Hearing Examiner; or
2. The Fire Chief's decision is clearly erroneous.

The decision of the Hearing Examiner shall be final and binding upon AMR.

D. Escrow Account. AMR previously deposited with the City the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) ("Deposit"), to be held in trust by the City according to the terms of this Agreement. AMR shall cause the deposit to remain at an amount of not less than \$10,000.00 during the term of this Agreement. The City shall maintain said deposit separate and apart from the City's general funds or may commingle said deposit with the City's general funds. The City reserves the right to withdraw from this deposit any monies assessed by the Fire Chief for violation(s) of this Agreement. Upon demand, AMR agrees to pay the City an amount equal to said assessments in order to restore the deposit to \$10,000.00. Any interest benefits accruing under said deposit shall remain the property of AMR.

6. LETTER OF CREDIT. AMR shall maintain throughout the term of the Agreement an irrevocable letter of credit in the amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000). The letter of credit shall be issued by a bank whose long-term debt is rated "A" or better by either Moody's Investors Service or Standard & Poor's Ratings Services (or their respective successors). The letter of credit shall be for a term of one (1) year, shall be continuously renewed, extended or replaced so that it

remains in effect for the entire term of this Agreement, or such shorter period of time as determined by the City, in its sole discretion, and shall be issued in a form acceptable to the City.

The City shall be authorized under the letter of credit to make one (1) or more sight drawings thereon upon certification to the issuing bank of a material default of AMR under the terms of the Agreement, i.e., Article X, Section 3. The letter of credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to thirty (30) days of its expiration. The letter of credit shall serve as security for the performance of AMR's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which the City may be entitled for any AMR default.

7. TRANSFER OF OWNERSHIP. Transfer of a majority of ownership of AMR shall be fully disclosed to the City within thirty (30) days. Any such transfer of ownership is subject to Article XI, Section 5 of this Agreement and transfer documents must obligate any new ownership to fulfill AMR's obligations under this Agreement to the satisfaction of the City Attorney.

#### ARTICLE V - PERSONNEL

1. STAFFING. AMR shall have sufficient dispatchers, drivers, supervisors, support staff, emergency medical technicians (EMT) and paramedics to comply with the Agreement.
2. CERTIFICATION OF EMS PROVIDERS. All AMR personnel used in the ambulance vehicle in the performance of the Agreement shall be currently certified Washington State Emergency Medical Technician (EMT) and paramedic (EMT-P) to comply with the Agreement.
3. MINIMUM UNIT STAFFING. All ambulances responding to 9-1-1 requests for transport within the City limits shall have a minimum of one (1) currently certified Washington State Paramedic and one (1) currently certified Washington State EMT on board.
4. MINIMUM SUPERVISORY STAFFING. AMR shall provide at least one (1) autonomous and qualified paramedic supervisor (not routinely assigned to an ambulance) on duty and available in the system 24-7-365.
5. DISPATCHER CERTIFICATION. All utilized dispatchers shall hold current certification as Emergency Medical Dispatchers (EMD) or equivalent, as approved by the City.
6. EMPLOYEE WORK SCHEDULE. AMR warrants that its field and dispatch employees' regular work schedule with AMR shall not exceed fifty-seven (57) hours in any continuous floating seven (7) day period. No field and dispatch employee shall, on a regular work schedule basis, work more than twenty-four (24) hours at a time without a minimum twelve (12) hour break at the end of the shift. No field and

dispatch employee shall hold regularly scheduled work at any place for twelve (12) hours prior to beginning his/her shift with AMR.

7. UNIFORMS. Uniforms shall exhibit a professional appearance at all times and reflect the trust and integrity needed for the AMR to provide services under this Agreement as long as uniforms clearly identify personnel as AMR employees and not Fire Department personnel.
8. EMPLOYEE TRAINING AND ORIENTATION OF CITY'S EMS SYSTEM. AMR shall provide all of its supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the Contract Administrator. Additionally, AMR shall grant Fire Department ample opportunity to become acquainted with AMR's personnel, equipment and operation, and shall allow Fire Department personnel on a space available basis to attend its continuing education and specialty training programs.
9. AMR LABOR ACTIONS. AMR shall notify the Contract Administrator of all anticipated or pending labor actions including strike votes, and other work slowdowns. AMR shall present a plan for the review of the Contract Administrator for continuing operations during a work slowdown or labor strike within thirty (30) days of implementation of the Agreement. The plan shall be updated annually and shall be maintained for the life of the Agreement.
10. INCIDENT COMMAND SYSTEM. Within thirty (30) days of the commencement of the term of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees have successfully completed IS700 and ICS 100 and 200) and that all supervisors have also completed ICS300. AMR shall conduct such ongoing training so as to maintain proficiency for all employees. AMR will work with the City on an on-going basis to insure that all personnel are familiar with the ICS system utilized within Spokane County.
11. HAZARDOUS MATERIALS TRAINING. Within thirty (30) days of the commencement of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees working in the field are trained to the minimum requirements of the federal hazardous materials laws, 29 CFR 1910. AMR shall conduct ongoing training as necessary so as to maintain proficiency for all operations employees.
12. PRECEPTOR PROGRAMS. AMR and the Fire Department shall participate in and assist each other in normal pre-hospital paramedic preceptor programs. Approved paramedics will act as preceptors.

#### ARTICLE VI - EQUIPMENT

1. VEHICLES. AMR shall be entirely responsible for furnishing, at its sole cost and expense, sufficient vehicles and equipment to comply with its obligations under this Agreement. AMR must maintain its vehicles and equipment according to a preventative maintenance program that is approved in writing by the Contract Administrator.

2. VEHICLE STANDARDS. AMR shall provide all vehicles and equipment necessary to fulfill its obligations under this Agreement at AMR's sole cost and expense. All vehicles and equipment shall meet or exceed all standards established by the Federal government, Washington State, and the Fire Chief.
3. EQUIPMENT AND SUPPLIES. All equipment, supplies, medications (dosages, sizes, and amounts) used and/or administered by AMR under this Agreement shall be compatible with that used by the Fire Department. All equipment, supplies, and medications used and/or administered by AMR shall meet the standards set forth in the Washington State Administrative Code (WAC) for ambulances and Advanced Life Support verified EMS transport services as well as Spokane County Emergency Medical Services Protocols/guidelines. The Contract Administrator shall approve changes to equipment, supplies or medications in writing before AMR may use the same on ambulances.
4. VEHICLE AGE LIMIT. Front-line vehicles utilized by AMR in performance of the Agreement shall not be older than five (5) years, from date of manufacture or have more than two hundred fifty thousand (250,000) miles, whichever comes first. A front-line vehicle is any vehicle which is regularly used to respond to emergency calls and is used for transport of 9-1-1 referrals on either a dedicated or standby basis. The Fire Chief may temporarily waive this requirement in circumstances of unusually high call volumes or other unusual circumstances. The Fire Chief may require a vehicle that meets the above criteria to be removed from service if the condition of said vehicle is such to jeopardize the safety of the public or the aesthetics or physical appearance do not display the level of professionalism expected of the services provided under this agreement.
5. LIST OF VEHICLES. AMR shall maintain and provide to the Contract Administrator within ten (10) days of the commencement of this Agreement a complete listing of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers and date of manufacture. AMR shall report in writing all changes of vehicles used under the Agreement to the Contract Administrator within ten (10) calendar days of such occurrences.
6. VEHICLE SCHEMES. The Contract Administrator shall approve the style, markings, and color of all vehicles used by AMR prior to use for the Agreement. In addition vehicles shall not be marked with any telephone number other than 9-1-1 when used in the performance of the Agreement.
7. AUTOMATIC VEHICLE LOCATOR. AVL/GPS System: AMR shall maintain the necessary hardware/software to communicate and integrate with, the Spokane Fire Department's AVL system.
8. PRE-EMPTION EQUIPMENT. The parties will evaluate the feasibility of allowing AMR to install pre-emption equipment at their own expense, which could be utilized during code responses to incident scenes within the City or for hospital transports associated with responses that occur as a result of this Agreement. The decision to allow use of this equipment is solely at the City's discretion.

9. DISPOSABLE SUPPLIES. AMR shall provide at no cost to the City, disposable supplies (excluding scheduled medications) utilized by City first response units in direct patient care, on incidents that resulted in a transport by AMR. AMR will work with SFD in determining the means by which this shall be accomplished as allowable under federal and state law. If the City so chooses, AMR shall provide the City with direct access to its on-line ordering system, and supplies will be shipped directly to the City's designated locations.
10. DURABLE GOODS. AMR will provide the City with the option to purchase durable medical equipment through its nationwide contracts.

## ARTICLE VII - COMMUNICATION

1. COMMUNICATIONS WITH AMBULANCES. AMR shall maintain twenty-four (24) hours daily, seven (7) days a week communication between its ambulances and its central dispatch point from any point within its service area.
2. MINIMUM STAFFING FOR DISPATCH CENTER. There shall be on duty twenty-four (24) hours daily, seven (7) days a week, at least one (1) qualified person who has the responsibility for dispatching ambulances. Answering services are not acceptable.
3. TELEPHONE & COMPUTER CONNECTIONS. AMR shall provide, at its own expense, straight-line telephone and computer connections to the Combined Communications Center.
4. TELEPHONE AND RADIO RECORDING. All telephone lines in which calls can be received for service are to be recorded with a time and date stamp and maintained for one hundred eighty (180) days. All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days. The City is authorized to have copies of any calls in which Fire Department resources are dispatched or should have been dispatched under provisions of the Agreement.
5. COMPUTER INTERFACE. AMR shall maintain a compatible computer interface at its sole expense with the Combined Communications Center Computer Aided Dispatch/ Records Management System (or such other system as the City may from time to time utilize), to allow for the automatic dispatching of ambulance company vehicles and the transferring of run information, to include all dispatch notes. Currently, the Combined Communications Center dispatch software vendor is EnRoute Emergency Systems, Inc. of Tampa, Florida (for purposes of this section 5, the "System"). Prior to making any changes in the System and/or its vendor, the City will provide AMR thirty (30) days minimum notice and will further grant AMR a reasonable time to integrate into the new System.
6. TWO WAY COMMUNICATIONS. AMR will, at its own expense, provide for two (2) way radio communications between its units, Combined Communications Center, and units of the Fire Department on all Fire Department frequencies specified by the Contract Administrator. Assigned Fire Department frequencies shall be set as the primary frequencies during response to EMS calls.

7. SYSTEM UPGRADES. AMR shall cooperate with the City during planning and implementing upgrades and enhancements to the Combined Communications Center dispatch and communications system.
8. BACKUP COMMUNICATIONS. AMR shall maintain the current backup communications plan between:
  - a. Ambulances and the AMR dispatch center; and
  - b. AMR and the Combined Communication Center; and
  - c. Ambulances and Fire Department units.
9. AMR DISPATCH CENTER. The AMR dispatch center shall be located within Spokane County.
10. ELECTRONIC PATIENT CARE RECORDS (EPCR). AMR shall at their own expense, maintain a fully operational EPCR system during the term of this Agreement. AMR will work towards the integration of AMR's EPCR data into the City's EPCR data, as soon as possible.

#### ARTICLE VIII - QUALITY ASSURANCE

1. RULES AND STANDARDS FOR QUALITY ASSURANCE. AMR shall comply with all state and local rules, regulations and standards relating to the operation of ambulances during the term of this Agreement. AMR shall follow the Spokane County Emergency Medical Service (EMS) Protocols/guidelines as established by the Spokane County Medical Program Director. On-going quality assurance by AMR shall be monitored by and be under the jurisdiction of the Spokane County Medical Program Director. AMR's Advanced Life Support (ALS) supervising physician or designee is responsible for providing on-going quality assurance and continuing education for re-certification of paramedics and Emergency Medical Technicians (EMT) in accordance with state law.
2. PATIENT CARE PERFORMANCE STANDARDS MONITORING. AMR shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Prehospital Care Reports (PCRs), Against Medical Advice Summary Audits (AMA), and ambulance response failure/ unusual occurrence forms. Such documents shall be made available to the City upon request. AMR shall provide to the Fire Department by the fifteenth (15<sup>th</sup>) day of each calendar month a report summarizing its patient care performance during the preceding month. Quarterly AMR and the Contract Administrator shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance on the part of AMR or Fire Department.
3. INQUIRIES AND COMPLAINTS. AMR shall provide prompt written responses and follow-up to written inquiries and complaints submitted by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. The City reserves the right to conduct interviews with AMR employees involved with complaints, as long as the interviews are scheduled in advance with AMR and

conform to AMR's personnel procedures. AMR shall provide to the Contract Administrator by the fifteenth (15<sup>th</sup>) day of each calendar month, a list of all complaints received regarding services provided under this Agreement and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to AMR for action and AMR shall forward the disposition of the incident to the Contract Administrator within twenty-one (21) days of receipt.

4. TRAUMA SERVICE VERIFICATION. AMR shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976, Washington Administrative Code (WAC).
5. STANDARD OF SERVICE. AMR will be required for the term of the Agreement to maintain the level and type of service as originally presented in its bid proposal and modified by this Agreement.
6. NON-TRADITIONAL HEALTH CARE. AMR will work collaboratively with the Fire Department to identify potential non-traditional, out of hospital, health care in which personnel from both agencies may participate in programs intended to enhance health care delivery to the citizens of the community. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out of hospital health care in order to identify optimal and efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities and manage costs associated with the provision of such services.
7. HIPAA BUSINESS ASSOCIATE REQUIREMENTS. AMR shall be considered a business associate with the City for the purposes of compliance with federal Health Insurance Portability and Accountability Act regulations. These requirements are found in Appendix "D".
8. PATIENT SURVEYS. AMR shall randomly conduct patient satisfaction surveys on at least 10 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. Survey summaries shall be provided to the Fire Department monthly. An annual summary report shall be provided within thirty (30) days of the end of each contract year.
9. The Fire Department shall pre-approve the survey form and reserves the right to review completed individual surveys received by AMR.

#### ARTICLE IX - LEGAL RELATIONS

1. INDEPENDENT CONTRACTOR. In the performance of the Agreement, AMR is an independent contractor, and AMR, its officers, employees, agents or subcontracts shall not be deemed in any respect to be employees or agents of the City. No representations to the contrary shall be made, directly or implied.
2. HOLD HARMLESS.

- A. No liability shall attach to the City for entering into the Agreement or because of any act or omission of AMR except as expressly provided in the Agreement. AMR shall indemnify and hold the City harmless for any loss, liability, damage, cost, charge or expense to which it may be put by reason of any act or omission of AMR, and, if any action is brought against the City, AMR shall assume the defense and to pay all costs, charges, attorney's fees, judgments, or other expenses that may be incurred by or obtained against the City.
- B. The parties recognize that the Agreement and relationship between them, whether or not specified contractually, may expose the City to third party liability claims in connection with the exercise of its municipal functions. It is further recognized an undertaking of a referral and dispatch function and related functions by the City anticipated by the Agreement may result in a claim or finding of a special relationship between the City and a third party requesting emergency assistance or other ambulance service which may give rise to municipal liability. The parties specifically agree that the insurance coverage and the promise of indemnification by AMR shall specifically include liability and indemnification protection for third party claims that arise in connection with this Agreement against the City, its officers, agents and employees, direct or indirect, and however arising, except only those claims arising out of the City's sole negligence or solely from an intentional municipal act.
- C. AMR assumes potential liability for actions brought by its own employees against the City and solely for the purpose of this indemnification and defense, AMR waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.
3. DISPUTES. This Agreement is to be performed under the laws of Washington State. Any litigation to enforce this Agreement or any of its provisions shall be brought in a court of competent jurisdiction in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court. The parties agree that prior to instituting any litigation for any dispute, controversy or claim arising out of or in connection with or relating to this Agreement, shall be submitted to arbitration in conformance with the rules of the American Arbitration Association (AAA).
4. COMPLIANCE WITH LAWS, COMPLIANCE PROGRAM AND NON-EXCLUSION.
- A. Each party shall comply with all federal (including the Anti-Kickback Statute), state, and local laws, rules and regulations, now or hereafter existing, in particular: Chapter 18.71, 18.73, 70.168 Revised Code of Washington (RCW) and Chapter 246-976 Washington Administrative Code (WAC) pertaining to emergency medical care, transportation services, and ambulance rules and regulations.
- B. AMR has made available to the City a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and the City acknowledges receipt of such documents. AMR warrants that its personnel

shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

- C. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

5. INSURANCE. Prior to undertaking any work under the Agreement, AMR shall at all times during the term of the Agreement, obtain and maintain continuously, at AMR's sole expense and at no expense to the City, and file with the City's Risk Management Department, and the City Clerk, evidence of a policy or policies of insurance as enumerated in this Article IX Section 5:

A. INSURANCE REQUIRED; INSURANCE DOCUMENTATION REQUIRED.

- 1) Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form (CG 00 01), including all the usual coverage known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractor's Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy(ies) must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operation Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$ 100,000 Fire Damage

Stop Gap Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

At any time, if, in the reasonable opinion of the City, the amount of commercial general liability insurance coverage provided for herein is not adequate, AMR shall increase the insurance coverage as required by the City.

- 2) Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, and as specified by Insurance Services Office Symbol 1 (any auto).

Such policy(ies) must provide the following minimum limit:

\$1,000,000 Each Accident

- 3) Excess Insurance: A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$10,000,000. The excess policy must be, at a minimum, as broad as the primary policies.

AMR MAY PROVIDE OTHER COMBINATIONS OF INSURANCE LEVELS, PROVIDED AT LEAST ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000) OF COVERAGE IS PROVIDED; PROVIDED, ANY SUCH ALTERNATIVE COMBINATIONS OF COVERAGE MUST BE APPROVED IN ADVANCE IN WRITING BY THE CITY'S RISK MANAGER.

- 4) Additional Insurance and Primary Insurance Provisions: Such insurance, as provided under items A1), A 2) and B above, shall be endorsed to include the City of Spokane, its officers, elected officials, employees, agents and volunteers as additional insured, and shall contain an endorsement requiring forty-five (45) days written notice from the insurance company to both parties before cancellation, non-renewal or change in coverage, scope or amount of any policy. In addition, AMR's insurance shall be primary, as respects the City and any other insurance maintained by the City shall be excess and not contributing insurance with AMR's insurance.
- 5) Errors and Omissions Liability Insurance: A policy of Professional Liability Insurance appropriate to AMR's profession. Coverage should be for a professional error, act or omission arising out of the scope of services in the Agreement. The policy is to cover AMR and its employees, partners, officers, directors, and principals.

The policy form may not include:

Bodily injury or property damage

The minimum limit of coverage shall be:

\$2,000,000 per incident  
\$5,000,000 Annual Aggregate

- 6) Workers' Compensation: A policy of Workers' Compensation. As respects Workers' Compensation insurance in the State of Washington, AMR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 RCW. If AMR is qualified as a self-insurer in accordance with Chapter 51.14 RCW, AMR shall so certify by letter to the Contract Administrator, signed by a corporate officer indicating that it is a qualified self insured and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

AMR hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the property from any cause, and hereby waives all claims against the City. AMR further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

- B. CLAIM MADE FORM AND DEDUCTIBLES. If any such policy(ies) above is written on a claim made form, the retroactive date shall be prior to or coincident with the effective date of the Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made from coverage shall be maintained by AMR for a minimum of three (3) years following the expiration or earlier termination of the Agreement, and AMR shall annually in November provide the Contract Administrator with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, AMR shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of AMR.

- C. EVIDENCE OF INSURANCE. The following documents must be provided as evidence of insurance coverage to the Contract Administrator not less than ten (10) days prior to the commencement of this Agreement:

- 1) A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. The City reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.
- 2) A copy of the endorsement naming the City of Spokane as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.

- 3) A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
  - 4) A copy of an endorsement stating that the coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Contract Administrator.
  - 5) A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Insurance).
- D. INSURANCE POLICY RATING. All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington, or issued as a surplus line by a Washington Surplus Lines broker), form and coverage, and primary to all other insurance.
- E. SELF-INSURANCE. Should AMR be self-insured, under terms 1a, 1b or 1c above, a letter must be submitted from the Corporate Risk Manager, or appropriate Finance Officer, to the Contract Administrator stipulating that the self-insurance is actuarially funded and fund limits, along with any declaration pages of excess coverage required to meet the Agreement limit requirements. Further, this letter should advise how AMR would protect and defend the City of Spokane as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
- F. SUBCONTRACTORS. AMR shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as state above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

## ARTICLE X - TERMINATION / DEFAULT

### 1. TERMINATION.

- A. City. The City may terminate the Agreement, with cause, upon thirty (30) days' written notice to AMR. The City may terminate the Agreement without cause upon one hundred eighty (180) days' written notice to AMR except the City may terminate the Agreement without cause upon thirty (30) days' written notice if AMR is awarded the area wide transport contract and the City decides to participate in that contract. AMR waives all claims for loss or liability against the City, directly or indirectly for a determination to terminate the Agreement.

*Note: Should the City determine that it is in its best interest to participate in a County-wide ambulance contract, the City would terminate this Agreement under the conditions outlined in paragraph A above.*

- B. AMR. AMR may terminate the Agreement, only with cause, upon one hundred eighty (180) days written notice to the Fire Chief. AMR may terminate the Agreement without cause only through mutual written agreement with the City.

2. EQUIPMENT UPON MATERIAL DEFAULT AND TERMINATION. Upon a determination by the City of a material default as defined in Article X, Section 3 and its election to terminate the Agreement, AMR shall immediately, and without legal protest, surrender ten (10) fully equipped ambulances to the City for an interim period. Any legal dispute concerning the City's determination shall be initiated and shall take place after the emergency takeover by the City has taken place. The City shall be given the first option to purchase the ambulances and equipment and to pay fair market rental for their usage during an interim period.

- A. Rental Payments. The City shall pay fair market rental for use of the ambulances and rental as mutually agreed upon. If the parties are unable to agree upon the fair market rent, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association. Rental payments shall be made monthly. Late payments may be charged delinquent interest in accordance with state law.

- B. Purchase Options. The City shall be given the first option to purchase any or all of the ambulances and equipment for an amount equal to the greater of:

- 1) The then-current fair market value of the ambulance/equipment as mutually agreed upon by the parties in good faith after taking into consideration any current or historical sales or offers for similar ambulances and equipment; or
- 2) The amount that remains to be paid by AMR to any seller, lessor, lien holder, or other entity with respect to the ambulances and equipment as of the date of the City's purchase.

If the parties are unable to agree upon the fair market purchase value, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association.

- C. Title. Title to the ambulances and equipment shall remain with AMR and the City shall have no right, title, or interest therein unless the City purchases the ambulances from AMR as provided herein.

- D. Taxes. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall keep the ambulances and equipment free and clear of all liens and encumbrances,

and the City shall pay all assessments, license fees, taxes and other governmental charges, fees, fines and penalties that are incurred by the City with respect to such ambulances and equipment during such rental period.

- E. Loss And Damage. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall assume and bear the full risk of loss of, theft of, damage to, or destruction of the ambulances and equipment from any cause whatsoever. In the event of such an occurrence, the City shall give AMR notice thereof and shall place the ambulance or equipment in good repair, condition, and working order. If the ambulance or equipment is determined by AMR to be lost, stolen, destroyed or damaged beyond repair, the City, at AMR's option, shall either replace the ambulance and any equipment with like items or pay fair market value less received insurance proceeds received by the parties.
  - F. Maintenance and Repairs. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall, at its expense, bear the entire cost of operation and maintenance of the ambulances and equipment in good condition and running order in accordance with the manufacturers' recommendations. The City shall not be responsible for normal wear and tear.
  - G. Warranties. Except as otherwise required under this Agreement, and without prejudice to AMR's obligations under this Agreement with respect to vehicles and equipment, AMR, not being the manufacturer of the vehicles and equipment nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the vehicles and equipment, including but not limited to the merchantability of the vehicles and equipment or their fitness for any particular purpose; the design or condition of the vehicles and equipment; the quality or capacity of the vehicles and equipment; the workmanship of the vehicles and equipment, compliance of the vehicles and equipment with the requirements of any law, rule, specification, or contract pertaining thereto; patent infringement; or latent defects.
  - H. Patient Charges. The City may charge patients for any services rendered by the City during the exercise of this interim period and retain all received funds.
3. MATERIAL DEFAULT- DEFINITION. Conditions and circumstances, which constitute a material default for purposes of the Agreement shall be limited to the following:
- A. The City has a reasonable verifiable belief that AMR intends to discontinue or has discontinued service under the Agreement;
  - B. The Fire Chief has terminated the Agreement after a determination that the public health or safety may be jeopardized or endangered;

- C. Revocation, termination, suspension, surrender or lapse of AMR's ambulance license by Washington State;
- D. Failure of AMR to operate the ambulance system in a manner which enables the City and AMR to remain in substantial and material compliance with the requirements of applicable federal and state laws, rules, and regulations, and with the requirements of local rules and regulations. Minor infractions of such requirements shall not constitute a breach of the Agreement;
- E. Willful falsification of information supplied to the City by AMR at any time;
- F. Willful falsification of data supplied to the City during the course of operations, including but not limited to dispatch data, patient report data, response time data, financial data, or willful downgrading of calls triaged to enhance AMR's apparent performance or falsification of any other data required under the Agreement;
- G. AMR's failure to comply substantially and materially with the accepted plan for ambulance coverage;
- H. AMR's willful noncompliance with Agreement requirements;
- I. AMR's failure to maintain equipment in accordance with industry maintenance practices after written notice by the City;
- J. AMR's deliberate excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- K. Willful attempts by AMR to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;
- L. Chronic and persistent failure of AMR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance to the extent that the City's reputation suffers, as determined by the Fire Chief after consultation with the Mayor;
- M. AMR's failure to furnish key personnel or quality and experience as required by this Agreement;
- N. AMR's willful or recurring failure to comply with approved rate setting, billing and collection procedures in violation of law or this Agreement, as determined by the Fire Chief after consultation with the Mayor;
- O. Unfair, fraudulent or deceptive practices by AMR. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance service as determined by the Fire Chief after consultation with the Mayor;

- P. AMR's failure to meet response time performance standards for two (2) consecutive months after receiving notice from the Fire Chief to redeploy units or add additional unit hours;
- Q. Any labor action that prevents AMR from meeting the requirements of this Agreement.
- R. AMR's failure to comply with the insurance requirements set forth in this Agreement at any time during the term of the Agreement.
- S. AMR's failure to maintain the letter of credit as required by Article IV Section 6 continuously for the term of this Agreement.

Upon declaring a material default, the City shall provide AMR with written notice of the: (i) takeover date; (ii) the termination; or (iii) any cure period.

#### ARTICLE XI - MISCELLANEOUS PROVISIONS

1. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of the parties.
2. SAVINGS/ SEVERABILITY. If any provision of the Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.
3. WAIVER. Failure by the City to enforce every term and condition of the Agreement in every instance shall not be deemed waiver of any portion of the Agreement and the City reserves the right to enforce every provision herein to the fullest extent allowed at any time.
4. 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 the Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age or disability. AMR shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.
5. ASSIGNMENT. This Agreement, or any interest therein, shall not be assigned, voluntarily or by operation of law, sublet or transferred, in whole or in part, without the written consent of the City.
6. EXPANDED SERVICE AREA. During the term of the Agreement, any areas that become the responsibility of the Fire Department through annexation, consolidation, or agreement must be extended for ALS (paramedic) transport service under the Agreement through negotiations by the parties.
7. INTELLECTUAL PROPERTY RIGHTS. All rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder, shall be assigned to the

City. Notwithstanding the above, AMR does not convey to the City, nor does the City obtain, any right to any document or material utilized by AMR that was created or produced separate from the Agreement or was preexisting material (not already owned by the City), provided that AMR has clearly identified in writing such material as preexisting prior to commencement of work. To the extent that preexisting materials are incorporated into the work, AMR grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, and transfer the preexisting material, but only as an inseparable part of the work.

All materials and documents prepared by AMR in connection with this Agreement are instruments of service and AMR shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Agreement is completed. AMR grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by AMR for the City. If requested by the City, copies of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the work hereunder, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and use. Such documents are not represented to be suitable for reuse by the City, or others, after the passage of time, on extensions of the Agreement, or on any other project.

Dated: May 1, 2015

CITY OF SPOKANE

By: David A. Condon  
~~City Administrator~~ David A. Condon  
Mayor  
City of Spokane

Attest:

Approved as to form:

Sen. R. R. R. R.  
City Clerk

Pat Dalton  
Assistant City Attorney



Dated: # T12017614 BUS / 05/18/15

AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.

City of Spokane Business License No:

# T12017614 BUS

By: Kevin Anderson  
Kevin Anderson  
General Manager

Attachments which are a  
Part of this Agreement:

Appendix A	Medical Emergencies
Appendix B	Patient Care Transfer Procedures
Appendix C	Rates
Appendix D	HIPAA Business Associate Requirements

## **APPENDIX "A"**

### **MEDICAL EMERGENCIES**

1. Cardiac or respiratory arrest
2. Near drowning
3. Chest pain – suspected as cardiac in nature
4. Difficulty breathing
5. Any reported cardiac patient in distress
6. Burns covering a major portion of the body, especially the head and face.
7. All electrical burns
8. Diabetic emergencies:
  - Insulin shock
  - Diabetic coma
9. Overdose or accidental poisoning
10. Unconscious patients
11. Any patient with an altered level of consciousness
12. Cerebral vascular accident (CVA) stroke
13. Imminent or immediately post childbirth, including miscarriages or complications relating to pregnancy or labor.
14. Shootings
15. Stabbing
16. Cuts or lacerations with significant blood loss
17. Seizures
18. Any severe orthopedic emergency (spinal injuries, pelvic fracture, multiple fractures, etc.)
19. Heat exhaustion or heat stroke
20. Serious internal emergencies such as:

- Vomiting blood
- Serious hemorrhaging
- Extremely ill

21. Possible deceased persons

22. Auto accidents described as:

- Auto/auto
- Auto/pedestrian
- Auto/bicycle
- Auto/motorcycle
- Motorcycle/motorcycle
- Serious in nature (roll-over, person trapped, vehicle on fire, etc)

23. Any other trauma or medical emergency where morbidity or mortality may be increased if not cared for by rapid response and BLS/ALS on-scene care.

AMR may respond to requests for ambulance service from licensed skilled nursing facilities, licensed physician offices, and/or medical clinics (as defined by State law) without contacting CCC for the listed medical emergencies under the following circumstances:

- A. AMR verifies the patient is receiving adequate BLS and, if necessary, ALS care by staff on-scene;
- B. AMR reasonably believes the services of the Fire Department will not be required;
- C. AMR can immediately respond a paramedic staffed ambulance to the request;
- D. The AMR ambulance can arrive at the location of the incident within the response times specified by the Agreement; and
- E. AMR maintains a log of all calls dispatched this way.

## APPENDIX B

### PATIENT CARE TRANSFER PROCEDURES INCIDENT COMMAND SYSTEM

IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES TO COOPERATE AND ASSIST IN MEETING THESE TREATMENT AND TRANSPORTATION REQUIREMENTS.

#### 1. MEDICAL CONTROL AT THE SCENE

- A. City Personnel on Scene First. Upon arrival on the scene of a medical emergency where patient care is being provided by Fire Department personnel, the ambulance crew shall seek out the officer or paramedic in command of the incident for assignment. Fire Department personnel remain in charge of patient care until it is specifically relinquished to the ambulance personnel.
- B. Ambulance Crew on Scene First. Where AMR has arrived first on the scene of a medical emergency, the officer in charge of the subsequently arriving Fire Department unit will seek out the ambulance attendant in charge for a report on the condition of the patient, and any treatment that may have been provided. Following this transfer of information, the Fire Department officer will assume general management of the incident, such as traffic control, etc. On incidents where AMR believes that the Fire Department does not need to continue to respond, AMR will advise the Fire Department units of the situation found and leave the determination of continued response to the fire officer.
- C. Order of Authority. As between the parties to this Agreement, patient care at an incident is subject to the following ascending order of authority. The Fire Department representative is the Incident Commander.
  - 1) EMT (first arriving, City or private)
  - 2) Paramedic (first arriving, City or private)
  - 3) Physician
  - 4) ALS Supervising Physician

2. PATIENT TRANSFER. All loading of patients into the ambulance shall be under the direction of ambulance company personnel. In all circumstances, the ambulance crew will make every effort to bring the stretcher to the patient rather than bringing the patient to the stretcher. At the time the patient is placed into the ambulance, AMR assumes responsibility for patient care, except that Advance Life Support patient care shall remain the responsibility of the Advance Life Support personnel providing the patient care.

Should the patient's condition or the number of patients necessitate more than AMR's personnel in the patient compartment to appropriately treat the patient(s), AMR and the Fire Department shall mutually determine if the Fire Department can provide additional personnel to assist with patient care en-route to the hospital.

If requested, AMR shall provide transport back to the SFD employee's original Fire Station when he/ she accompanies a patient during transport (ride-in).

3. SELECTION OF HOSPITAL. Procedures for transporting patients to hospitals shall be as established by the Office of the Medical Program Director of Spokane County and/or Regional Patient Care procedures.

APPENDIX C  
INITIAL RATE SCHEDULE

Item	Amount charged (08-09 Agreement year)
BLS Emergency Rate	\$695
ALS – 1 Emergency Rate	\$695
ALS – 2 Rate	\$695
Mileage Rate (per mile)	20.99
Oxygen Rate	52.49
Base Rate + Nurse Line	$\$695 + \$130 = \$825.74$
Base Rate + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$139.88 = \$834.82$
Base Rate + Nurse Line + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$130 + \$139.88 = \$964.88$

\*

**APPENDIX D**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE REQUIREMENTS**

1. DEFINITIONS.

- A. Business Associate. "Business Associate" shall mean the individual / firm who is the party with whom the City of Spokane has entered into this Agreement . Business associate means both parties in this Agreement.
- B. Covered Entity. "Covered Entity" shall mean CITY OF SPOKANE and American Medical Response.
- C. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- G. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- A. The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- B. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.
- C. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of the Agreement.

- D. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.
- E. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through the Agreement to the Business Associate with respect to such information.
- F. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- G. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- H. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- I. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with the agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

NOT APPLICABLE

4. GENERAL USE AND DISCLOSURE PROVISIONS. Except as otherwise limited in the Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

5. SPECIFIC USE AND DISCLOSURE PROVISIONS.

A. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in the Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

6. OBLIGATIONS OF COVERED ENTITY.

NOT APPLICABLE

7. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

NOT APPLICABLE

8. PERMISSIBLE REQUEST BY COVERED ENTITY. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would be permissible under the Privacy Rule if done by the Covered Entity.

9. TERM AND TERMINATION.

- A. Term. The term of this addendum shall be effective as of the Agreement is effective, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with this addendum.
- B. Termination for Cause. Except as provided in the Agreement, upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:
- 1) provide an opportunity for the Business Associate to cure the breach, or end the violation and terminate this addendum and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - 2) immediately terminate this addendum and the Agreement if the Business Associate has breached a material term of this addendum and cure is not possible; or
  - 3) if neither termination or cure are feasible, the Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
- 1) Except as provided in paragraph 2) below, upon termination of this addendum, for any reason, the Business Associate shall return or destroy all Protected Health Information from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that the Business Associate determines that returning or destroying Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

10. MISCELLANEOUS.

- A. Regulatory References. A reference in this addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. The parties agree to take such action as is necessary to amend this addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Survival. The respective rights and obligations of the Business Associate under this addendum shall survive the termination of the Agreement.
- D. Interpretation. Any ambiguity in this addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Spokane City Council
<b>Subject:</b>	Graffiti & Visual Blight Removal Ordinance
<b>Date:</b>	05/03/2021
<b>Contact (email &amp; phone):</b>	bmcclatchey@spokanecity.org
<b>City Council Sponsor:</b>	Council Member Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PSCH & PIES
<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)	Strategic Plan – Safe & Healthy
<b>Strategic Initiative:</b>	Safe & Healthy – Citywide Clean & Safe
<b>Deadline:</b>	5/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Fund graffiti clean-up and visual blight removal on public property.
<p><b>Background/History:</b></p> <p>Graffiti and unauthorized signs in the public right of way contribute to visual blight and degrade the quality of life for all people in Spokane.</p> <p>Signs placed illegally in the public right of way require that the City expend labor hours to remove and destroy the signs.</p> <p>This ordinance establishes a specific City fund, with a specific funding source, to help remediate graffiti, unauthorized signs in the public right of way, and other visual blight elements on public property.</p> <p>The disbursement of these funds are meant to foster a sense of community ownership and neighborhood identity through remediation of graffiti and visual blight.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>This ordinance funds graffiti abatement and visual blight mitigation via the imposition of an annual fee on large signs.</i></li> <li>• <i>The fund that these dollars go into (newly established by the last section of this ordinance) is for graffiti abatement, visual blight abatement, removal of signs in the public right of way, and other related efforts.</i></li> <li>• <i>This ordinance prioritizes the use of these funds for the East Central, West Central, and Hillyard neighborhoods under an annual grant process administered by the City Council.</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

Other budget impacts: This ordinance would generate new revenue through the imposition of an annual fee on large signs.

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required: A special revenue fund would need to be established. Council would also need to establish an annual grant process for disbursement of funds.

Known challenges/barriers:

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

An ordinance dedicating sign fees to a new city fund dedicated to cleaning up graffiti and removing visual blight conditions on public property; amending section 08.02.031; and enacting new section 07.08.155 of the Spokane Municipal Code.

**WHEREAS**, graffiti and unauthorized signs in the public right of way contributes to visual blight and degrades the quality of life for all people in Spokane; and

**WHEREAS**, signs placed illegally in the public right of way require that the City expend labor hours to remove and destroy the signs; and

**WHEREAS**, it is important that the City establish a specific fund with a specific funding source to help remediate graffiti, unauthorized signs in the public right of way, and other visual blight elements on public property in Spokane.

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

**Section 1.** That section 07.06.520 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.031 Building Code**

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

**VALUE OF WORK**

**(in dollars)**

**FEE**

**(in dollars)**

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

**B. Valuation.**

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
  - a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually;  
or
  - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
  - a. one hundred fifty dollars per square for recovering roofs;
  - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;

- c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
- d. or the contract valuation if it is greater.

**C. Building Plan Review.**

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
  - a. all commercial building permits;
  - b. all industrial building permits;
  - c. all mixed use building permits; and
  - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
  - a. single-family residences; and
  - b. duplexes.
4. Plan review fees are twenty-five dollars for:
  - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
  - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the

table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

**D. Demolition**

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by SMC 07.08.152.

**E. Fencing.**

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

**F. Grading.**

1. Grading permit fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.00 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under SMC 1.05.150.
4. The processing fee is twenty-five dollars.

**G. Sign Permits.**

1. Sign permit fees are:
  - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
  - b. seventy-five dollars annually for each pole sign(~~(, including))~~; or
  - c. two hundred fifty dollars annually per sign face for all billboards and off-premises signs having a face area greater than nine square feet.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

**H. Factory-built Housing.**

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

**I. Manufactured (Mobile) Home.**

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.

2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

**J. Temporary Structures.**

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

**K. Relocation.**

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

**L. Early Start and Fast Track Approval.**

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

**M. Certificate of Occupancy.**

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and

certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.

2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in SMC 8.02.060.
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:
  - a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
  - b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

**N. Swimming Pools.**

1. The building and plumbing permit fee for a swimming pool is:
  - a. seventy-five dollars for those accessory to a single-family residence; and
  - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

**O. Parking Lot and Site Work Permits.**

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

**P. Reinspections.**

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

**Q. Inspections Outside Normal Inspector Working Hours.**

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

**R. Work Done Without a Permit/Investigation Fees.**

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

**S. Safety Inspections.**

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

**T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.**

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

**U. Expired Permits Over Six Months.**

**1. Building Permits.**

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

**2. Plumbing Permits.**

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

**3. Mechanical Permits.**

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

**4. Electrical Permit.**

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in SMC 8.02.031, the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

**Section 2.** That there is enacted a new section 07.08.155 of the Spokane Municipal Code to read as follows:

**Section 07.08.155 Visual Blight Mitigation Fund**

- A. There is established, as a special revenue fund, the visual blight mitigation fund, into which are deposited all license fee payments received for licensing of those signs described in SMC 08.02.031(G)(1)(c).
- B. The visual blight mitigation fund shall be used solely for graffiti clean up and abatement, removal of unauthorized signs posted in the public right of way or on public property, and remediation of visual blight conditions such as graffiti, unauthorized stickers and posters placed on public property.
- C. Disbursement of the visual blight mitigation fund shall be determined by an annual grant process determined by the City Council, with funding prioritized for the East Central, West Central, and Hillyard neighborhoods.

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

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

Attest:

Approved as to form:

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

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

Mayor

Date

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

DRAFT

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	SBO for SPD Fleet Replacement funds
<b>Date:</b>	05/03/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	Councilmember Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Special budget ordinance to add \$108,960 in Fleet replacement funds to be used for the cost of upfit and commissioning of SPD vehicles.
<b>Background/History:</b> Vehicles at the end of their useful life are sold at auction and those funds are recorded and maintained by the City's Fleet Department. Funds committed to SPD have accumulated over the years to a current balance of \$108,960.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Funds from the sale of de-commissioned police vehicles have accumulated to \$108,960.</li> <li>Funds were not included in the 2021 adopted budget and a SBO is required to make those funds available for use.</li> <li>SPD experienced a 45% increase in commissioning cost on the first two hybrids due to fleet's unfamiliarity with the new type of vehicle. We are anticipating a similar scenario with the Tesla commissioning costs.</li> <li>Funding will be used for the upfit and commissioning of SPD vehicles, which is required before vehicles can be placed into service.</li> </ul>	
<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: Fleet Replacement Funds 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 <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Fleet Replacement 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 Fleet Replacement Fund, and the budget annexed thereto with reference to the Fleet Replacement Fund, the following changes be made:

FROM:	5110-99999	Fleet Replacement Fund	
	99999-	Unappropriated Reserves	<u>\$ 108,960</u>
TO:	5110-71700	Fleet Replacement Fund	
	94000-56416	Interfund Capital Commissioning	<u>\$ 108,960</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increases to vehicle upfit and commissioning costs, 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

**From:** [Coddington, Brian](#)  
**To:** [Coddington, Brian](#)  
**Subject:** Recruitment underway for civil rights position  
**Date:** Thursday, April 22, 2021 2:28:37 PM  
**Attachments:** [image006.png](#)

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## City of Spokane—Media Release

[www.spokanecity.org](http://www.spokanecity.org)

### FOR IMMEDIATE RELEASE

April 22, 2021

Contact: Brian Coddington, Communications Director  
(509) 625-6740

\*\*\*\*\*

## RECRUITMENT UNDERWAY FOR CIVIL RIGHTS POSITION

*Human rights leaders show support for position focus*

\*\*\*\*\*

The City, at the direction of Mayor Nadine Woodward, has begun recruiting candidates to serve as the point of contact for civil rights inquiries.

The position, operating under the job title of Civil Rights and Housing Policy Program Coordinator, will be part of the Neighborhoods, Housing, and Human Services (NHHS) division. The position will perform a variety of specialized professional responsibilities related to human rights education and housing programs. The role administers and manages discrimination complaint processes, performs public outreach, makes presentations, acts as the technical program expert, and provides customer service to client or partner participants of programs. This capability also strengthens current and future equity initiatives in the City.

“This is an important resource and safeguard for those with discrimination concerns and complaint needs,” Woodward said. “The selected candidate will also be a conduit for information, connectivity to community resources, and policy considerations.”

Recruitment started today and will close on May 23. A job description and application materials are [posted to the City’s website](#). The salary range begins at \$56,856.

Spokane Human Rights Commission is supportive of the new focused role within the City.

“This is an important step in the City's commitment toward ensuring our community is a safe and welcoming place for everyone,” Commission Chair Lance Kissler said. “I'm looking forward to working with city leadership and this position to deliberately and intentionally advance the work of the Human Rights Commission and our Office of Civil Rights

Exploratory Task Force."

City Council President Breean Beggs adds his appreciation for the position.

"I am thrilled that we will soon be achieving a long-time Council and personal goal of hiring a full-time City employee to respond to civil rights complaints of community members in the City of Spokane," Beggs said. "This is another step in pursuing equity in Spokane and the important principle that we all belong."

Kurtis Robinson, vice president of the Spokane NAACP and member of the Human Rights Commission Task Force, applauded this next step.

"This has been a long time coming, far overdue and we certainly appreciate this beginning process," Robinson said. "We are looking forward to participating in establishing the foundation of what will hopefully, meaningfully and finally begin to address the myriad manifestations of systemic racism, hate, and bias occurring in Spokane and Eastern Washington."

NHHS serves citizens and builds healthy neighborhoods, through community engagement, by delivering information, securing and allocating resources, and implementing and overseeing programs designed to connect people, neighborhoods and organizations to resources and services.

### ***About the City of Spokane***

The City of Spokane, home to more than 220,000 people, is located in the heart of the Inland Northwest. Our 2,000 employees strive to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for all our citizens. For more information, visit [www.spokanecity.org](http://www.spokanecity.org) and follow us @spokanecity on [Facebook](#), [Twitter](#) and [Instagram](#).

-30-

**BRIAN CODDINGTON** | CITY OF SPOKANE | DIRECTOR, COMMUNICATIONS AND MARKETING  
509.625.6740 | [bcoddington@spokanecity.org](mailto:bcoddington@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW