

**Public Safety & Community Health Committee
Agenda for 1:15 p.m. Monday, October 3, 2022**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on October 3, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

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 Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

- I. **Call to Order**
- II. **Approval of Minutes from August 29, 2022**
- III. **Committee and Board Appointment Candidate Interviews (None)**
- IV. **Reports/Updates (Briefing pages only, no discussion)**
 1. Strategic Initiatives Update (SPD)
 2. Photo Red Update (SPD)
 3. Sit/Lie Citations (SPD)
- V. **Discussion Items**
 1. Police Department Update – Chief Meidl (5 minutes)
 2. Fire Department Update – Chief Schaeffer (5 minutes)
 3. Pre-Approval Purchase of 7 Small Response Vehicles – Chief Schaeffer (5 minutes)
 4. Pre-Approval for Purchase of STARS Van - Chief Schaeffer (5 minutes)
 5. Community Court Discussion – Judge Logan (15 minutes)
 6. Emergency Communications System Usage – Tonya Wallace (20 minutes)
 7. SREC Discussion – CM Stratton (10 minutes)
 8. SBO for Therapeutic Court Funding – CP Beggs (5 minutes)
 9. Update on Negotiations for Jail Contract – Johnnie Perkins (10 minutes)
- VI. **Consent Items**
 1. Application for Water Quality Grant (Wastewater Management)
 2. Contract Renewal for Starplex (Facilities)

3. Value Blanket Amendment to Purchase Feeder/Grate Parts (Solid Waste Disposal)
4. Interlocal Agreement for Transport Van (SPD)
5. Purchase of 1200a Transfer Switches (Water Department)
6. 2023 Ammunition Purchase Order (SPD)
7. CTJC Officer Wellness Grant (SPD)
8. Contract Agreement with Integrus for Fire Study (SFD)
9. Novak Settlement Approval (City Legal)

VII. **Executive Session**

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. **Adjournment**

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. November 7, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Safety & Community Health
August 29, 2022

Call to Order: 1:18PM

Recording of the meeting may be viewed here: <https://vimeo.com/744390858>

Attendance

Committee Members Present:

Council Member Cathcart, Chair; Council President Beggs, Vice Chair; Council Members Stratton, Kinnear, Wilkerson and Bingle

Committee Members Absent: Zappone

Staff/Others Present:

Hannahlee Allers, Brian Schaeffer, Major Eric Olsen, Major Mike McNab, Nicolette Ocheltree, Giacobbe Byrd, Mark Carlos, Chief Craig Meidl, Captain Hendron, Captain Meidl, Rick Giddings

Approval of Minutes

- Action taken
Motion made by Council Member Bingle to approve the meeting minutes for August 1, 2022. Seconded by Council Member Wilkerson . Approved 6-0.

Agenda Items

Discussion items

1. Fire Department Update by Chief Schaeffer
 - Action taken
No action taken. Presentation and discussion only.
2. Discussion Cold Case Unit by Major McNab
 - Action taken
No action taken. Presentation and discussion only.
3. Update on C.O.P.S. program by Patrick Striker
 - Action taken
No action taken. Presentation and discussion only.
4. WASPC Grant Funding for Behavioral Health Unit by Major Olsen
 - Action taken
CP Beggs and CM Bingle agreed to sponsor for Council consideration.

5. Commerce ROW Letter Discussion
 - Action taken
CM Cathcart and CM Bingle agreed to sponsor for Council consideration.
6. Trent Services Provider Recommendation
 - Action taken
No action taken; discussion will continue during 3:30PM Briefing Session.
7. ARPA Funding Discussion by Matt Boston
 - Action taken
No action taken. Presentation and discussion only.
8. Camping Ordinance Discussion
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor for Council consideration.
9. Forfeiture Ordinance Discussion
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor for Council consideration.

Consent items

1. Contract Agreement with C.O.P.S.
2. Value Blanket for Curb & Valve Boxes
3. FY2021 Continuum of Care UFA Grant Agreements
4. SBO for Additional SPD FTEs
5. Sole Source Contract Leasing of Medical Equipment from Stryker Corporation

Executive session

None.

Adjournment

The meeting adjourned at 3:10PM

Prepared by:

Shae Blackwell

Approved by:

CM Name

Committee Name Chair



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
October 2022 Report



Public Safety and Community Health Committee Briefing
October 3, 2022



Excerpts of Commendations
(Personal Identifying Information has been removed)

I'd like to give three thumbs up to the Police Activities League and **Officer [Jen] Kerns**. I saw her and PAL in action just the other week. Officer Kerns did a great job of talking to the kids about the dangers of drugs and alcohol. Although I wish these issues didn't need to be addressed with young kids, I'm glad Officer Kerns and PAL are on the front lines to connect with and inform the kids. I'm a big fan of PAL and Officer Kerns.

I am very happy to let my son participate in such a meaningful activity in his first year here [Police Activities League]. Thank you very much for your efforts. We will always support the police!

Downtown Spokane has always been a rough place for any officer to handle. I personally have only one officer be able to handle that area better than anyone else and that would be **Officer [Casey] Jones**. Officer Jones definitely knows how control and keep things under wraps especially at the 7-11 on Second and Division. Yet I have seen him have compassion when need be too. I do believe that there is no other officer better than Jones to patrol downtown Spokane. If he could permanently be the downtown patrol officer, I believe whole heartedly and as God as my witness that downtown would be a better and safer place for all. Thank you for taking the time to read this email.

A police officer by the name of **Tim Schwering**, in the beginning of 2020, caught me getting high and driving on a suspended license two days in a row. Instead of sending me to jail, he offered me treatment. Thanks to him I was able to get into Detox, and this was right in the beginning of COVID when everyone was scared of this thing, I got into treatment. Here we are a couple years down the line, and I got my family back, I just got a new place, and things are, thanks to this police officer, things are completely different. I've met a lot of police officers before and no one has cared like he did for me. No one cared to ask how I was doing, no one wanted to see past my addition. But Officer Tim, I think, is the best cop you guys have in town. He deserves a reward. I believe that what he did for me was truly one in a million. Thanks to him, it's a completely different life.

I am just writing to say thanks for whatever has been done to produce the remarkable difference seen these past few days [in Browne's Addition]! The 2nd and 4th Ave rail underpasses near Sunset are CLEAN and unpopulated, with graffiti covered. 3rd Ave is still encamped, but less than before. Not surprisingly we have seen a corresponding uptick of activity in Coeur d'Alene Park. Last night we witnessed Park Rangers checking the park after the 10pm closing time, which is bound to help if the available law enforcement tools are used. We appreciate these efforts, and also those of our excellent new **NRO Mark Brownell**. We will continue neighborhood cleanup walks, reporting and being active in our neighborhood council.

[Officers Daniel Rhine, Randy Burnworth, and C.J. Pavlischak]

Please make an effort to pass my gratitude to all the officers on the scene of the accident. I appreciate the service and sacrifice that each of you make every day. Thank you for taking care of all the parties involved.



Internal Affairs Unit Update

January 1 through August 31, 2022, Commendations and Complaints

Commendations Received: **Total: 168**

Complaints Received: **Total: 56 (46 from community)**

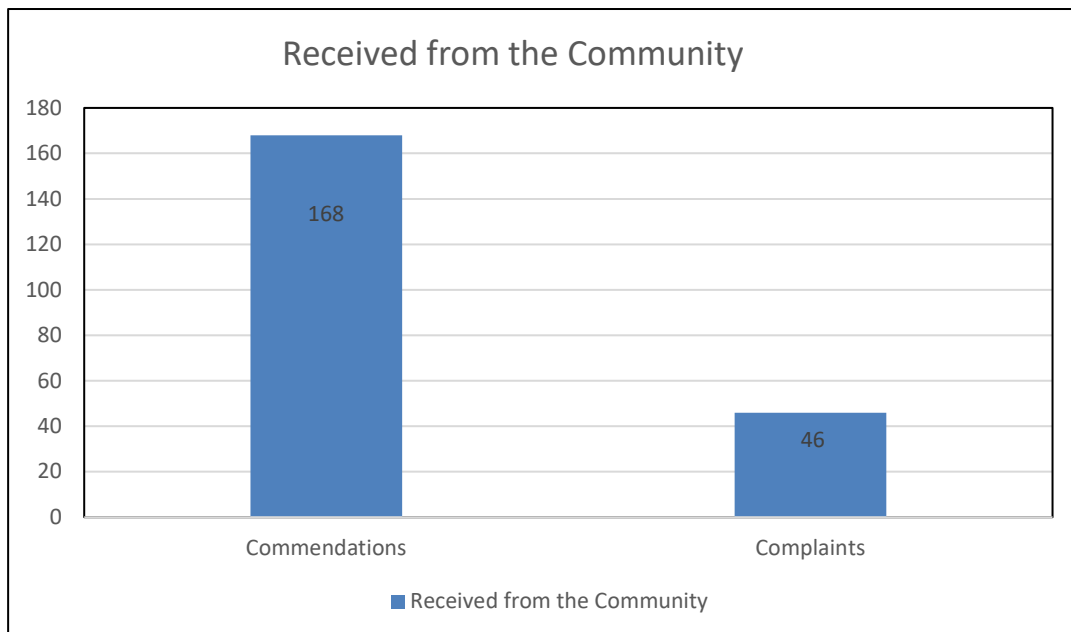
Closed Out as Inquiries: 3 (As of August 31, 2022)

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 August 31, 2022

Received by the Office of Police Ombudsman	Total: 17
Received by the Spokane Police Department	Total: 39
Internally Generated by the SPD	Total: 10
Generated by the Community	Total: 46

The department consistently receives more commendations from the community than complaints.



2022 Non-Deadly Reportable Use of Force Incidents

From January 1- August 31, 2022, there were 55 non-deadly use of force incidents, including 15 K9 contacts and 40 other types of force (e.g., TASER). Four incidents involved both a K9 and other force.

2022 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- August 31, 2022, there were two deadly force incidents.

Incident 2022-20012711 (Pending Criminal Investigation)

Incident 2022-20012711 took place on January 24, 2022, in the area of 2400 E. Desmet. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Incident 2022-20134271 (Pending Criminal Investigation)

2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Items of Interest – SPD Volunteers

Spotlight on SPD Explorers



SPD Explorers are youth volunteers aged 15-18. These young people are required to complete the six-day Academy and commit to volunteering regularly for SPD.

Eight Spokane area teens completed the Explorer Academy from August 7-12, 2022. The goal of the Academy is to introduce young members of the community to the world of law enforcement. Youth from all areas of Washington State come together for a myriad of learning and development activities.

Explorers help SPD with a variety of events in the community, such as Hoopfest, Bloomsday, and Lilac Parade.

Explorer Emma LaRue volunteered 27 hours at the Police Activities League (PAL) in July and August and helped with the back-to-school shopping events. At left, Emma is pictured with a youth from PAL and Officers Fernandez and Clark. At right, she is pictured at the Salvation Army Shop with a Cop event with Explorer Dylan Finnerty.



SPD Volunteers at PAL

Citizen Volunteer Keith Campbell and Volunteer Chaplain Sandy Alderson helped with PAL and shopping events. Below, Sandy is with Chaplain Kevin Piatt at the shopping event with the Salvation Army. Reserve Officer Mat Allen also joined the volunteers at the Salvation Army shopping event.



SPD Volunteers at Liberty Lake Police Department Special Olympics Car Show

The Spokane Police Volunteer Unit participated in the 2022 Liberty Lake Police Department Special Olympics Car Show. It was a great time for volunteers to come together to support an outstanding event.



North Precinct

Collaboration with Neighborhood Residents and Businesses

- Neighborhood Resource Officers are working with several grocery stores on improving safety and security. Transients are causing numerous problems fighting with security, stealing items and camping on site.
- Multiple abandoned vehicles have been towed out of the West Central area.
- In the Nevawood area, a Chronic Nuisance property was resolved recently. Neighbors complained of stolen property (including catalytic converters) and drug trafficking. It was a hot spot for criminal activity in the neighborhood. The tenants were evicted in early August, and the owner is cleaning up the property. Another nearby property with stolen property and drug issues is also in the works; a signed abatement agreement was returned by the owner, who plans to sell the property. The property has not generated any more calls for service since the agreement was signed.
- Neighborhood Resource Officer Deanna Storch is teaming up with Spokane C.O.P.S. and the Behavioral Health Unit to deal with a problematic property in Nevawood. The resident of the property has been generating many complaints. Spokane C.O.P.S. is working with the victim to file an anti-harassment order with the courts against the perpetrator.

Outreach

North Precinct NRO Deanna Storch and Crime Analyst Jaime Lamanna assisted with Salvation Army's Shop with a Cop.



South Precinct

Collaboration with Neighborhood Residents and Businesses

- The South Precinct has been focusing on crime in and around Coeur d'Alene Park and Browne's Addition. This area has been plagued with vehicle thefts, vehicle prowling incidents, burglaries, and more serious assaults and shootings.

- In the last two weeks of August, there were 157 calls for service (CFS) incidents of all types. 65 of the incidents were officer responses. There were 10 arrests, including 14 Part 1 crimes. 26 incidents were self-initiated by officers on proactive patrols. Officers helped a family who was living out of their vehicle and needed resources.
- The September mission is East Central, near the DOT camp, with the goals of reducing Part I crimes and calls for service. Officers are employing business checks around the camp. Results from this mission will be reported in an upcoming report.

The South Precinct Welcomes Captain Matt Cowles



Captain Matt Cowles was recently promoted from the rank of lieutenant. He is replacing Brad Arleth, who retired, to lead the South Precinct. Captain Cowles has 24 years of experience with SPD and has worked in a variety of assignments – patrol, Community Outreach, and most recently, Internal Affairs. He looks forward to joining the South Precinct staff.

Downtown Precinct

Crime Prevention Missions

- During August 2022, the Precinct focused on the Cedar Street Viaduct, especially between 1st and 2nd Avenues. The goal is to reduce camping, pedestrian interference, and property crime in the area.
- Officers responded to a call for help from a citizen who complained about the conditions of the area and reported that he was unable to walk down the sidewalk. When they arrived, officers encountered multiple tents, bicycle, shopping carts and trash cans blocking the sidewalk on the east side of the street. Officers observed garbage, food and drug paraphilia strewn around the area. They contacted five people during the interaction. Four of the five people had outstanding warrants and were arrested.
- During an earlier call that day at the Sunset viaducts, officers were informed by employees at Rosauers Grocery that they had recently purchased 100 shopping carts and over 70 of the carts had been stolen. While at the Cedar Street viaducts, officers recovered five of the stolen Rosauers' shopping carts.

Precinct Outreach

- Downtown Community Court triage meeting
- Hot Spotters meeting
- Downtown security group meeting
- Business Improvement District Board meeting
- Washington State Public Safety Review Panel meeting
- Riverside Neighborhood Council meeting

- Officer McCasland took his patrol vehicle to a summer camp and showed the participants his car and answered questions from the youth.



Outreach Update

Unity in the Community



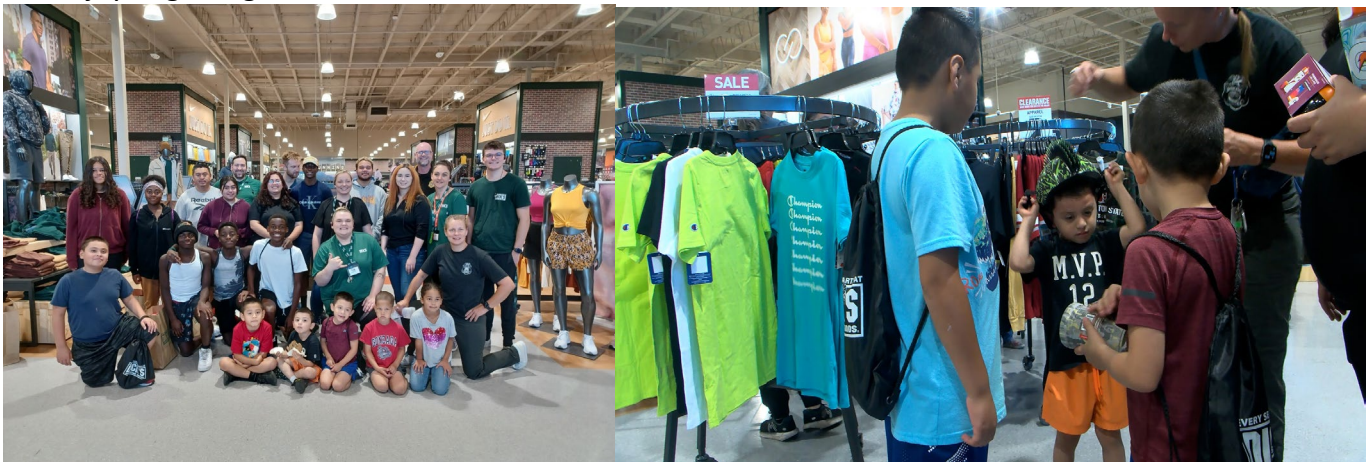
SPD has long participated in Unity in the Community. On August 20, 2022, Chief Meidl, Captain Meidl, Traffic Officer Bill Workman and Community Outreach Officer Jen Kerns continued the tradition, hosting a booth at the event. Officer Kerns reported that they had some great conversations with folks who stopped by their booth and some excellent interactions with families attending.

SPD Back-to-School Shopping

SPD Volunteers (Cadet, Explorer, Reserve Officers, Citizen Volunteers) and Chaplains assisted Community Outreach officers with shopping programs to benefit area youth in need.

Dick's Sporting Goods Shopping Event

Kids enjoyed getting clothes, shoes, and bike helmets at the event.



Target Shopping Event

The Northeast Youth Center received a grant for the children they serve. Youth were eligible for school clothes, shoes, and winter coats. SPD loved helping kids pick out new clothes at Target.

Target employees and Spokane C.O.P.S. made the Target experience fantastic!



Salvation Army Shopping Event at Old Navy

Volunteers from multiple agencies helped at the Salvation Army shopping event. Spokane County Sheriff's Office, Spokane Valley Police Department, SPD Chaplains and SPD Volunteer Services came out to assist families in need. Donations to the Salvation Army allowed 46 children to get new items for the school year.



Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting October 3rd, 2022.</p> <p>Statistic for Photo Red for the time frame of Aug 1st 2022, thru Aug 31st, 2022.</p> <p>There were 2026 violations on the photo red system from August 1st, 2022 thru August 31st, 2022. During the same time frame in 2021 there were 2443 violations, which is a decrease of 417 violations. SK13 Thor/2nd and SK009 Freya/3rd and SK07 2nd/Thor wrote zero infractions. These three sites are down due to construction. This accounts for the reductions.</p> <p>Statistic for Photo Speed for the time frame of August 1st, 2022, thru August 31st, 2022.</p> <p>There were 0 violations on the photo speed system from August 1st, 2022 thru August 31st, 2022. During the same time frame in 2021 there were 0 violations, which is a decrease of 0 infractions.</p> <p><u>Executive Summary: Photo RED</u></p> <p>August 1st, 2022, thru August 31st, 2022</p> <ul style="list-style-type: none"> • Division and Sprague was the highest with 466 violations. • Browne and Sprague was the second highest with 351 violations. • Division and Francis was the third highest with 315 violations. • Browne and 3rd was the fourth highest with 259 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p>August 1st, 2022, thru August 31st, 2022</p>

Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? 	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? 	

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

Sit and Lie Arrests (Redacted)

			9/7/2022	1355	Cite
			9/7/2022	1400	Cite
			9/8/2022	1001	Cite
			9/8/2022	1024	Cite
			9/9/2022	753	Cite
			9/9/2022	801	Cite
			9/9/2022	801	Cite
			9/9/2022	1432	Cite
			9/11/2022	826	Cite
			9/11/2022	924	Cite
			9/11/2022	927	Cite
			9/11/2022	1511	Cite
			9/13/2022	1218	Cite
			9/13/2022	1241	Cite
			9/13/2022	1244	Cite
			9/13/2022	1648	Cite
			9/14/2022	1421	Cite
			9/15/2022	1308	Cite
			9/15/2022	1311	Cite

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of (7) Small Response Vehicles
Summary (Background)	<p>Due to short order-bank windows, SFD is requesting pre-approval for the purchase of (4) Ford F-250 or Chevy Silverado 2500, or similar, diesel, crew cab, AWD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar, diesel, AWD sport utility vehicles. These new vehicles will replace current small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units. Purchase details:</p> <ul style="list-style-type: none"> Cost --\$515,000 – Estimated cost for these (7) vehicles, including 9.1% WA State motor vehicle tax. Delivery – May/June 2023, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 10/24/2022
Fiscal Impact: Total Cost: \$515,000 estimated. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fire SIP Capital Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
These vehicles will be utilized in all areas of the City of Spokane.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.	

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

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of STARS van
Summary (Background)	<p>The current contract between The City of Spokane and Spokane Treatment and Recovery Services (STARS) requires the City of Spokane to provide a new, frontline van every (5) years. The current frontline van is a 2016 Ford Transit van. Due to vehicle supply chain issues, the City of Spokane is (2) years past due in supplying a new van. To successfully navigate winter driving conditions, STARS has requested the new van be All Wheel Drive (AWD) capable. Commercial Battery Electric Vehicle (BEV) vans are currently not available in either passenger configuration or with AWD. The diesel-powered AWD Mercedes Sprinter van is the only available commercial passenger van that meets current vehicle purchasing guidance. SFD is requesting pre-approval due to very short order bank windows - sometimes as short as 24 hours. Purchase details:</p> <ul style="list-style-type: none"> Fair and Competitive—Purchase will be made via Washington State Contract Automobile Request System (CARS). Pricing is pre-negotiated and the purchase will be made from Mercedes-Benz of Spokane, the current CARS contract holder for Mercedes vehicles. Cost --\$73,000 – Estimated cost for (1) 2023 Mercedes AWD Sprinter van, including 9.1% WA State motor vehicle tax. Cost is estimated as CARS data is in the process of being updated. Delivery – May/June 2023, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 10/24/2022
Fiscal Impact: Total Cost: \$73,000 estimated. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Undedicated Reserves Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Cost shared by SFD and SPD.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
This vehicle will be utilized in all areas of the City of Spokane.	

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

Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.

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

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

Committee Agenda Sheet

Public Safety

Submitting Department	F&A Division
Contact Name & Phone	Tonya Wallace
Contact Email	twallace@spokanecity.org
Council Sponsor(s)	Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20 minutes
Agenda Item Name	Emergency Communications System Usage
Summary (Background)	<p>Washington HB 1155, passed in May 2021, requires Spokane County to enter into an interlocal agreement with the City to determine the distribution of the county-wide emergency sales tax. The agreement was to be completed by July 25, 2022; but, has been extended until Oct. 25, 2022. Failure to come to an agreement on the distribution, the City or the County may ask the county's superior court to determine an equitable distribution.</p> <p>The current methods of distribution discussed are by population, sale origination, or a percentage of the total between the percentage based on population and sale origination.</p> <p>Negotiating an agreement on the distribution with the County also requires negotiation of how to provide the supporting services funded from the sales tax. Currently, the funding is used entirely to support the operations of the emergency system (towers, radios, consoles, CAD & other software, technical staff), capital, and the Crime Check program.</p> <p>The costs attributed to the City's use of system and load of Crime Check services amount to about \$6.9 million, based on detailed review of data. Projected costs for 2023 attributed to the City's use of the system are estimated to be about \$7.2 million, based on an assumed 5% increase.</p> <p>Details of the City's attributed costs and options will be presented for discussion.</p>
Proposed Council Action & Date:	City Council to provide guidance for the negotiation of the ILA due by Oct. 25 th .
Fiscal Impact: TBD Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	

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

NA

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

NA

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

NA



Non-member Emergency System User Services & Crime Check

October 3, 2022



Agenda

- 1. Emergency Communications Sales Tax Revenue**
- 2. Emergency System Services**
- 3. Crime Check Services**
- 4. Costs Attributed to the City Use**
- 5. City's Options for the Provision of Services**
- 6. Next Steps**



Emergency Comm. Sales Tax

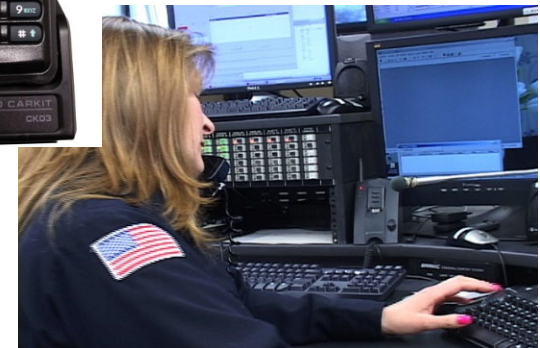
- HB 1155 – Agree on proportionate share of revenue
- Proportionate Share Options:
 - Population or about 42% = **\$5.6 million**
 - Origination or about 48% = **\$6.5 million**
 - Negotiated in the middle or about 45% = **\$6.1 million**
- Based on 2022 budget revenue of \$12.8 million
- Most other proportionate shared revenue based on population



Emergency System & Radios

The emergency "system" consists of radio towers and related facilities, 800MHz radios, emergency consoles, technology staff to support and facility space to operate the system.

- Spokane County owns the radio towers and either owns or leases the land where towers are erected. The County permits SREC to use the towers via an interlocal agreement.
- The City's percentage of Airtime utilization of the system is **45.3%**. The annual cost attributed to the City based on Airtime is **\$1.1 million**.
- SREC owns the radios and manages the replacement and dissemination of the radios to emergency agencies.
 - The City uses **1,176** radio. Average cost per unit for replacement is **\$1,663**. The annual replacement cost is **\$2.0 million**.
 - The City uses **20** consoles. Average cost per unit for replacement is **\$9,385**. The annual replacement cost is **\$187,000**.





Crime Check & CAD

Crime Check

Crime Check is a regional program for non-emergency calls with the goal to preserve emergency call capacity for real emergencies.

Crime Check processes reports for some local law enforcement agencies as determined by those agencies.

- The City's percentage of Crime Check calls is **58%**. The annual cost attributed to the City based on call volume is **\$2.0 million**.

Computer Aided Dispatch (CAD)

SREC's annual cost share for the CAD system is \$145,530. The cost attributed to the City based on call volume is **\$81,497**.



Attributed City Cost

Emergency System & Crime Check Services

800 MHz Trunked Radio System Usage	3,246,811
Crime Check	2,003,663
CAD Usage	81,497
Indirect/Overhead	901,072
Capital Replacement Contribution	645,864
Total 2022 Attributed Cost	6,878,907

Estimated 2023 Attributed Cost (5%)	7,222,852
--	------------------



City's Options

1. **Agreement/Contract with the County** to continue to remit the City's share of Emergency Sales Tax directly to SREC for regional system services.
 - This can be accomplished in 3 months.
 - **No cost** impact to the City.

2. **Agreement/Contract with SREC** to provide described services assuming an agreement with County to remit City's share of sales tax directly to the City. Services will be allocated and invoiced based on City's attributed costs.
 - This can be accomplished in 3 months.
 - City will pay the difference between proportionate share of sales tax and attributed cost to serve. Based on 2022 attributed cost this would be an increased cost of **\$723,900 to \$1,434,600** – depending on if the City's proportionate share of sales tax is based on sales origination or population.

3. **Establish City's own system and Crime Check service.**
 - This could take several months or years, depending on if the City negotiated an agreement with the County to use the existing towers.
 - **Net cost to be determined.**



Next Steps

- October 25th – City must inform the County of its intent and negotiate agreement regarding its proportionate share of emergency sales tax.
- Draft agreements will be forthcoming for approval.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	City Council
Contact Name & Phone	Kelly Thomas, 509-481-3509
Contact Email	kthomas@spokanecity.org
Council Sponsor(s)	Councilmember Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	SFD FIRE COMM TRANSITION TO SREC
Summary (Background)	<p>The dispatch function in the Spokane Fire Department is slated to transition to Spokane Regional Emergency Communications (SREC) no later than January 2023, per Article XX, Section 3 of the AGREEMENT Between The City of Spokane And Local 29 I.A.F.F. AFL-CIO 2020-2024. The AGREEMENT states that negotiations must immediately commence. Further, “Such negotiations are contingent upon the City’s ability to secure acceptable terms from SREC to move such fire dispatch functions to SREC and terms ensuring acceptable levels of service, board membership, use best efforts to secure transfer of employees, and other such critical matters as may be negotiated.”</p> <p>In the spirit of securing those terms, it will be important to request from SREC the answers to detailed questions, some of which have been asked by Council members beginning in 2019 without substantive response. These questions should be based on perspectives received from current dispatchers and firefighters who do the job. Definition of technical terms are provided on an attachment to follow.</p> <p>Examples of these questions should include cost savings, call waiting time, caller transfer time, and response times – before and after SREC began providing services to the County on July 1, 2019.</p> <p>Historically, dispatching services to the Spokane Fire Department (SFD) have been provided by Fire Communications, formerly known as fire dispatch. The Fire Comm Specialists (FCSs/fire dispatchers) have provided this service to the SFD for decades, and are all licensed EMTs; some are trained paramedics, firefighters, and fire company lieutenants. Their breadth of knowledge and experience is vast. This group has endured multiple staffing reductions over the last few years since SREC took over, and scrambled to cover shift vacancies and management deficiencies.</p> <p>Given that the City has spent considerable resources paying for the current Fire Comm Specialists, both in base pay, overtime pay and City legal time due to these staffing shortages and lack of proper management, it would be prudent to be very cautious and specific before entering into any costly financial agreements with SREC. In the spirit of sound financial management and vigilant fiduciary stewardship, the City owes it to its citizens and responders to make sure it will be getting its money’s worth.</p>

	<p>This is information that Council needs to be aware of as it embarks upon this partnership. Sometimes the raw data and personal accounts are invaluable for consideration. A recent account from a current SFD dispatcher:</p> <p><i>“My 2 cents. No matter what happens to firecomm. SREC is not ready. It appears there are no benchmark or guidelines for them to follow which in my opinion is going to put the citizens and [firefighters] at risk.”</i></p> <p>Attached are supportive documents, defining terminology, listing suggested questions, and background on both SFD and SREC from the point of view of a current firefighter who spent a year in SFD dispatch voluntarily to assist during one of the staffing crises. This firefighter currently continues to fill staffing vacancies in dispatch as needed, and when station schedule permits. Finally, a letter from a 911 employee who recently departed spells out some of the travails that they’ve been enduring.</p> <p>Additional flow charts contrasting the two call receiving and dispatching processes can be provided upon request.</p>
Proposed Council Action & Date:	TBD. Stated transfer date to be on or after January 2023.
<p>Fiscal Impact: Total Cost: <u>unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Initially, salary savings from expected SFD dispatcher layoffs; eventually, a share of the EMS levy, but it is currently unclear how much of that the City will be receiving as those negotiations between SREC and the City are not complete.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Non-revenue generating</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Unknown. However, City Council has been historically excluded from discussions and negotiations with SREC, particularly with regard to financial details. Administration and Council should be mindful of this pattern and construct enforceable parameters for regular and scheduled reporting of identified financial and performance metrics such as cost, response times, and other QI measures.</i></p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p><i>Unknown relevance to equity issues and impact upon marginalized communities. SREC’s Human Resources staff should provide information on their discrimination, harassment, bullying and hostile</i></p>	

work environment policies. Historically, SREC's administration, City Human Resources and SFD fire leadership have been slow to cooperate with SFD Fire Comm personnel regarding these issues.

Council should inquire about past issues of harassment, bullying and tolerance of a hostile work environment toward SFD Fire Comm personnel, as there have been multiple reports. Existing SFD Fire Comm staff can provide names and details upon request.

There may also be such issues internally among SREC's own staff, and the City of Spokane should ensure that there will be no tolerance of such if SREC is procured as a contractor for services.

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

As mentioned above, it has been challenging to obtain specific information from SREC, nor have Council and Administration/SFD leadership agreed upon methodology and specifics for data collection and reporting.

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

Alignment with Council Resolutions and Ordinances: *The proposed use of SREC for fire dispatching services would currently violate Ordinance C35781, which requires that City of Spokane police or fire personnel be dispatched only by City of Spokane employees. This Ordinance would have to be repealed in order for the City to use SREC's services for fire dispatching.*

City of Spokane Sustainability Action Plan impact: *SREC's model of staffing and dispatching differ significantly from those of the SFD in a number of ways. With regard to sustainability in particular, SFD Fire Comm Specialists currently work a 24-hour shift every four days, to match that of the firefighters they dispatch for over 4 platoons. Excessive overtime and extra shifts due to understaffing notwithstanding*, this staffing model results in less travel and commute time for employees. SREC's employees work 8-, 10-, and 12-hour shifts, which results in significantly more personnel and commute time and, presumably, more use of fossil fuels. The presence of at least twice the number of people to do the same amount of work, across the various agencies represented in the Combined Communications Building, has also resulted in a precipitous increase in the ordering of janitorial supplies, particularly paper products. Details of such orders and their monitoring by City accounting are available upon request. Increased use of utilities such as electricity and water may also be a result; details are unknown.*

SREC's dispatching model requires that their employees follow a scripted set of guidelines and questions to ask of callers. Citing safety reasons, this often does result in "oversending^[SK1]" to calls more often than that of the SFD dispatching model, which relies upon similar guidelines and questions, but allows for experience, training, and common sense to probe more deeply to better customize a response. The SFD model of dispatching is more economical in the use of fire apparatus, how many personnel respond to a call, and the level of expertise required to respond (i.e., EMT, paramedic, firefighter, safety officer, battalion chief, etc.). The fewer trucks and personnel on the road, using carefully trained and experienced dispatchers, can result in less usage of fossil fuels, less wear and tear

on costly capital equipment, and preservation of the same assets for more emergent situations which may arise.

**The understaffing of SFD Fire Comm has been documented and debated. Historically, Fire Comm Specialists have been laid off to force the use of SREC services. SFD leadership has been slow to hire to capacity staffing levels when there has been strong interest. COVID, lack of adequate staffing in Human Resources and Civil Service, and vaccine mandates exacerbated this staffing shortfall.*

Hi, my name is [REDACTED] and I've been here for almost [REDACTED]. I'm here to speak on behalf of my coworkers across all three disciplines, as I have no fear of retaliation due to today being my last day. Unfortunately, many here have this fear as we have experienced and witnessed the retaliation firsthand.

As a group, we have many concerns about our agency and work environment. Many of which I won't be able to touch on due to my limited time but have documented in those papers for your review. The two issues mentioned most were staffing and compensation.

911 and law dispatch are both below 50% in staffing. 911 has 24 non probationary employees, seven probationary, four on the floor, and three in classroom. Pending no one else leaves, that makes for 35 out of 54 call receivers by October. Law has two full time trainees and a third who is only training in law on their days off from 911. None of the law trainees are close to being signed off and still have several months of training left to be competent dispatchers. For the last week, law has had only one supervisor and that supervisor worked 40 hours straight trying to provide coverage. Not only is that dangerous to their health, but it also jeopardizes the safety of our responders.

Fire dispatch was forced to rebid their schedules to fill a supervisor vacancy that the agency isn't currently planning on filling. This is causing fire dispatch to be without a supervisor for a minimum of six hours every day.

Our workload is continuing to increase along with call volume. While it's currently in the air if we will be taking over city's medics calls and continue to process the rest of city's calls, we don't have the staffing for the additional workload. Currently, 911 calls can hold from 30 seconds to a minute and a half, with Crime Check holding for three to five minutes. One person is doing the work of two people and that's going to increase with the additional calls, yet we aren't being compensated for the increase in work. I understand that it needs to be brought up through our union, but it should still be mentioned.

The environment that has been created in the center is hostile and toxic, and it has caused multiple people to have breakdowns simply because they must come to work. It's not the job itself, it's the additional stress that our administration has created. Many of us perceive that our management doesn't care about those of us on the floor.

I've included some possible suggestions of how we might begin to fix our agency, but I don't know how feasible they are as I don't know how to do your job. I only hope that they might help point us in the right direction.

I'll leave you with this quote, "When your boat is sinking, it is not wise to ignore it while you make plans to build a new ship" – Anonymous. We are drowning and we need to focus on our boat. Thank you.

From an SFD Firefighter/Paramedic Student/Former fire dispatcher:

To whom it may concern,

What we have right now is something special that not a lot of places have left in our country. We have EMTs and firefighters talking to civilians the very minute that they are calling for help. They can do better than just reading off a script when setting up the scenes and dispatching help out to a call. Our counterparts in SREC have few EMT's with most call receivers having never performed CPR on a real person before. Their fire dispatchers know little about the departments they serve, what resources are on their truck, the neighborhoods they are sending people out to. Perhaps more significantly, they are not talking to the people calling for help at all. Details get missed in a job where details are the difference in saving lives.

We have suffered a lack of leadership and support. We've been chronically understaffed and plagued with burnout and adversity. Through it all, these resilient members in our dispatch center have persevered and done everything they can to ensure that our citizens and firefighters have the best service possible. They have kept us all safe. They deserve our appreciation and our support moving forward.

As a new firefighter with a little over two years on the job, I volunteered to spend a year working in our dispatch center. In doing so, I have acquired a deeper understanding of how our job lives and breathes. In my year down there, I have learned and shared knowledge about how we can do better both at the call center and on the line. I've seen those ideas put in to action by our dispatchers, which I would argue has saved more lives that I've been able to save in the field.

I felt anguish when I saw that we had a tentative agreement with the city to move services over to SREC. I'm upset not only because of my personal level of investment in our system, but because of the difference in the level of safety it will provide for the citizens of our city, and our firefighters.

Working in the same room as SREC's fire dispatch for a year has closely shown me the holes in their model. Being in the same building and walking down the hall past the 911 room, I see that their staffing issues are even more grisly than our own. Now seems to be worse than ever with 911 callers waiting over a minute sometimes for someone to pick up their call. I would be concerned if the decision was made to switch over to that model without careful negotiations, and without diligent oversight for when the transition is made. If we fail to do that, the cost will be huge, and it will be unnoticed at the same time. The cost will be the lives should have been saved. They are the lives that we are trusted to save.

With that in mind, I am requesting to be involved as a member on the negotiating team for the city as we begin to meet with SREC. I would like a voice and a vote in how and when this transition is made. My unique experience as a firefighter and a dispatcher can offer a unique perspective in negotiations. I want to use my voice to push SREC towards providing the level of service that our citizens deserve and our firefighters expect when answering the call.

The Spokane Fire Department has managed to provide its own dispatching services since its inception well over 100 years ago. We've gone from dispatching in the stations, to having a dispatch center, staffed by firefighters making driver's wages, to being dispatched by civilians, to union civilians, to having a mix of union firefighters and civilians. While we have had change, we have never faced a

change like this and we owe it to our citizens and our firefighters to have the best people in the room when we negotiate these changes.

Definitions

SREC:	Spokane Regional Emergency Communications
Firecomm:	SFD Fire Communications (fire dispatch)
PSAP:	Public Safety Answering Point
EMT:	Emergency medical technician (one level below a paramedic)
SFD:	Spokane Fire Department
FF:	Firefighter
BC:	Battalion chief
FCS:	Fire Communications Specialist
CR:	Call receiver (SREC/911 model)
MSO:	Medical Services Officer (SFD paramedic dedicated to quality assurance; one is always on duty per shift and responds to all cardiac arrests, major motor vehicle accidents and full structure fires)
Short Report:	Radio report given to responders as soon as they go enroute
Echo:	As in “echo call.” Medical calls are categorized in order of severity, with “alpha calls” being unknown, minor or no emergencies, such as welfare checks, small lacerations, etc., continuing with “bravo”, “charlie”, “delta” and “echo.” “Echo” typically means cardiac death or a non-breathing status, and requires a full complement of medical responders.

Suggested Questions Pre-SREC Transition

1. What are the cost savings that SREC has provided to its current subscribing agencies (other fire departments in the County) since it began dispatching for them on July 1, 2019?
2. How long does a call sit in a waiting queue at the 911 Primary PSAP before it is answered by 911 call receivers? Please provide averages over the period from 7/1/19 to 7/1/22 for fire and medical calls in the County as a whole (including the City of Spokane), and also for only the City of Spokane over the same time period.
3. How often has the 911 Primary PSAP entered “Code Red” status, and under what circumstances did that occur? Please identify dates, mitigating circumstances, and how long the Code Red Status lasted.
4. What is the average amount of time that it takes for the 911 Primary PSAP to transfer a caller over to the current City Fire Dispatch room once the preliminary information is obtained?
5. What are SREC’s staffing levels for hourly-paid employees as a percentage of identified maximum, not including those who are still in training, for the following groups and time

periods? In each answer, please identify if the percentage includes any probationary employees, and if so, how many, and what they represent as a percentage of the whole.

- a. SREC as a whole: 2019, 2020, 2021, and on September 1, 2022
 - b. SREC 911 and SREC Crime Check: 2019, 2020, 2021, and on September 1, 2022
 - c. SREC Fire Dispatch: 2019, 2020, 2021, and on September 1, 2022
 - d. SREC Sheriff Dispatch: 2019, 2020, 2021, 2022, and on September 1, 2022
6. How long is an employee on probation once they have completed training?
 7. How many supervisors are within each operational group (911, fire, law)? How many does SREC's policy require per shift? Is the supervisorial staff within each operational group fully staffed at all times?
 8. Have there been any times in the past year when a supervisor is not on duty for more than one hour within each operational group and/or any given shift?
 9. Identify current management staff and structure, and annual salaries and total compensation for each of 2019, 2020, 2021 and 2022 to date. Must include, but not exclusive to, the Executive Director, Deputy Executive Director, all operations managers, human resources management and staff, training management and staff, IT management and staff, quality assurance management and staff, public relations management and staff, support and clerical staff, etc.
 10. State current total number of non-operational management personnel, administrative and support staff employees.
 11. State current total number of hourly-paid operational staff and supervisors, when at identified maximum levels.
 12. Identify current board membership. SREC's Website currently lists:

GOVERNING BOARD

Brad Richmond, Chief - Airway Heights Police Department
Frank Soto Jr., Chief - Spokane Valley Fire Department
Scott Simmons, CEO - Spokane County
Howard Johnson, Chief - Spokane County Fire District 4
Ozzie Knezovich, Sheriff - Spokane County Sheriff's Office
Cody Rohrbach, Chief - Spokane County Fire District 3
Dave Ellis, Chief - Spokane Valley Police Department

13. Will the City of Spokane be provided positions on the Governing Board, proportional to its call volume in the County?

Points to Ponder Before Contracting with SREC

(perspectives provided by current SFD firefighter/paramedic student/former fire dispatcher)

- Our fire dispatchers have turned down offers to work for SREC in the past. They have stayed loyal to our department. They have faced burnout and adversity and deserve our gratitude and support. **We need to guarantee that they not only have positions available to work for SREC, but that they have priority in promoting to Fire Dispatch positions once they become available.**
- AMR is only in the building because of their contract with the city. Having an AMR dispatcher working side by side with our dispatchers has been a valuable resource, keeping communication efficient and accurate. **We need to maintain having an AMR dispatcher working in the same room as our future dispatchers.**
- The training officer for SREC has disclosed to me that they are staffed to 50% right now, and that's a figure that doesn't include the work of doing call taking or dispatching for the city. The city takes around 54% of the fire/medical calls in the county. Already they are having the occasional difficulty of picking up calls in a timely manner. I notice them running out of call receivers and making 911 callers wait from 30 to 120 seconds for their call to be answered at least once a shift on a normal day. Understandably, there are events such as storms or fires near I90 where the call center gets overwhelmed and callers have to wait. But in normal times, they need to be answering our calls in a timely fashion. **We need to be notified when our callers have to wait more than X amount of time for their call to be answered. Further, there needs to be a fine or punishment in place for when they are unable to keep that obligation.**
- Right now, our crews can request 911 audio from us for calls that we send them on. **Our crews, MSO's, and chiefs should be able to request and immediately receive any 911 audio regarding our calls.**
- Our calls have been dispatched by the same person that is talking to our callers. Short reports are given by people that are in the same room that the call receiver is in. This is not SREC's current model. They argue that their model saves time for dispatching, but I have overheard conversations on the other side of the room when they are trying to figure out whether something is an echo or not. They've had issues figuring out whether something was a "heat problem" vs. a "heart problem". They've sent callers into COVID and bed bug infested houses because the dispatcher didn't read that line in the notes that the call receiver put in. These are all mistakes that could not happen with our model. An injury to a "not dangerous body area" is a common type of short report because their CR's are clicking through a prompted script instead of getting those key details out. Is it a femur fracture or a nosebleed. Should we bring in the traction splint or the suction? **City fire and EMS calls should be transferred to the fire dispatchers that are dispatching them.**
- **We should have a voice and representation in SREC meetings based on our call volume.**
- As I stated above, SREC's 911 CR's are at 50% staffing. **We should not make the switch until SREC is staffed up to X% of trained call receivers.**
- SREC is also having difficulty staffing up their fire side. And that is without fielding calls for the city. **We should be notified and fining SREC for when they fall below X staffing.**
- **911 audio for echo calls should be reviewed by MSO's, and fire calls along with other critical incidents should be reviewed by BC's.**

- Regardless how this turns out, we will be getting a decreased level of service by switching. We need to know how much those lives are worth and make sure that those savings in cost are reflected in our deal with SREC. **Cost of SREC must be X or less.**
- Our fire dispatchers have been required to obtain and maintain their EMT certification. We should require the same from the dispatchers taking those calls. **SREC fire dispatchers should be required to obtain and maintain EMT certification or higher.**

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court																								
Contact Name & Phone	Howard F. Delaney / 509-625-4400																								
Contact Email	hdelaney@spokanecity.org																								
Council Sponsor(s)	B. Beggs																								
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>																								
Agenda Item Name	SBO – Therapeutic Court Funding																								
Summary (Background)	<p>Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court.</p> <p>To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget.</p> <p>As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022.</p> <p>Given the budget reductions the Court experienced in its M&O budget lines in the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via an SBO for the remainder of 2022 and will be submitting a request to embed therapeutic court funding in its budget submission for 2023.</p> <p>It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs."</p> <p>Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.</p> <p>For 2022, the funding specifically requested for the internal therapeutic courts are as follows:</p> <p>Community Court</p> <table> <tr><td>Training – Motivational Interviewing</td><td>\$5,000</td></tr> <tr><td>Program Information Publications.....</td><td>\$750</td></tr> <tr><td>Parking – Providers & Staff.....</td><td>\$2,500</td></tr> <tr><td>Incentives/Awards.....</td><td>\$750</td></tr> <tr><td>City Hall Security.....</td><td>\$5,000</td></tr> <tr><td>Birth Certificates/ID</td><td><u>\$3,750</u></td></tr> <tr><td><i>Total Community Court</i></td><td><i>\$17,750</i></td></tr> </table> <p>DUI Court</p> <table> <tr><td>Random Alcohol & Drug Testing.....</td><td>\$50,000</td></tr> <tr><td>Incentives/Awards.....</td><td>\$1,000</td></tr> <tr><td>Program Material/Binders</td><td>\$500</td></tr> <tr><td>Program Information Publications/Medical Cards.....</td><td><u>\$1,000</u></td></tr> <tr><td><i>Total DUI Court</i></td><td><i>\$52,500</i></td></tr> </table>	Training – Motivational Interviewing	\$5,000	Program Information Publications.....	\$750	Parking – Providers & Staff.....	\$2,500	Incentives/Awards.....	\$750	City Hall Security.....	\$5,000	Birth Certificates/ID	<u>\$3,750</u>	<i>Total Community Court</i>	<i>\$17,750</i>	Random Alcohol & Drug Testing.....	\$50,000	Incentives/Awards.....	\$1,000	Program Material/Binders	\$500	Program Information Publications/Medical Cards.....	<u>\$1,000</u>	<i>Total DUI Court</i>	<i>\$52,500</i>
Training – Motivational Interviewing	\$5,000																								
Program Information Publications.....	\$750																								
Parking – Providers & Staff.....	\$2,500																								
Incentives/Awards.....	\$750																								
City Hall Security.....	\$5,000																								
Birth Certificates/ID	<u>\$3,750</u>																								
<i>Total Community Court</i>	<i>\$17,750</i>																								
Random Alcohol & Drug Testing.....	\$50,000																								
Incentives/Awards.....	\$1,000																								
Program Material/Binders	\$500																								
Program Information Publications/Medical Cards.....	<u>\$1,000</u>																								
<i>Total DUI Court</i>	<i>\$52,500</i>																								

	<p>Veteran's Court</p> <p>Program Information Binders\$600</p> <p>Program Information Publications.....\$450</p> <p><i>Total Veteran's Court</i>\$1,050</p> <p><i>Total All Therapeutic Courts</i>\$71,300</p> <p>Training - \$5,000: From: Salary Savings from various personnel positions in the aggregate amount \$5,000. To: 0560-13100-12500-54902 Registration/Schooling</p> <p>Alcohol/Drug Testing Vouchers & Security- \$55,000: From: Salary Savings from various personnel positions in the aggregate amount \$55,000. To: 0560-13100-12500-54101 - Professional Services</p> <p>Program Brochures - \$2,200: From: Salary Savings from various personnel positions in the aggregate amount \$2,200. To: 0560-13100-12500-54451 - Advertising</p> <p>Program Material/Binders – \$1,100: From: From: Salary Savings from various personnel positions in the aggregate amount \$1,100. To: 0560-13100-12500-53101 - Office Supplies</p> <p>Incentives & Awards: \$1,750 From: From: Salary Savings from various personnel positions in the aggregate amount \$1,750. To: 0560-13100-12500-53201 - Operating Supplies</p> <p>Parking Reimbursement/Birth Certificates & IDs – \$6,250 From: From: Salary Savings from various personnel positions in the aggregate amount \$6,250. To: 0560-13100-12500-53201- Operating Supplies</p>
Proposed Council Action & Date:	Approve the SBO July 25, 2022
<p>Fiscal Impact: Total Cost: \$71,300 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Internal Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The therapeutic (problem solving) court model assists historically excluded communities in more successfully navigating our complex criminal justice system and increases effectiveness in producing behavioral change in the population.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	

Data points related to the demography of those under supervision in all Court/CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.

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

Data points from all Court/CJS programs are continually collected and analyzed to monitor the effectiveness of all Court/CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.

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

The improvement in therapeutic (problem solving) court funding as anticipated and the resulting additions to available program resources is a critical element of the City’s criminal justice reform efforts.

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation to various court personnel positions, in the aggregate amount of \$71,300.
- 2) Increase the appropriation to 0560-13100-12500-54902 - Registration/Schooling in the amount of \$5,000.
- 3) Increase the appropriation to 0560-13100-12500-54101 - Professional Services in the amount of \$55,000.
- 4) Increase the appropriation to 0560-13100-12500-54451 – Advertising, in the amount of \$2,200.
- 5) Increase the appropriation to 0560-13100-12500-53101 - Office Supplies, in the amount of \$1,100.
- 6) Increase the appropriation to 0560-13100-12500-53201 - Operating Supplies, in the amount of \$8,000.
- A) There is no change to the overall appropriation level in the General Fund.

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 appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030, 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

Committee Agenda Sheet

[Public Safety and Community Health]

Submitting Department	Wastewater Management
Contact Name & Phone	Meghan Havko 509.496.1766
Contact Email	MHavko@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Consent to apply for water quality grant for public outreach funding
Summary (Background)	<p>The Washington State Department of Ecology has established the Water Quality Combined Funding Stormwater to provide funding to projects that will affect positive change to Washington State water quality. The Water Quality Combined Funding application is due October 12, 2022. The application from the City of Spokane is for a proposed multi-media messaging campaign to be performed regionally and cooperatively with the City of Spokane Valley and Spokane County. The goal of the campaign is to develop regional awareness of opportunities for the community to participate with the management of stormwater that focuses on the mechanics of the storage and treatment of stormwater, the responsibilities of private and commercial property owners, and the benefits that stewardship will realize for the Spokane River and Spokane Valley-Rathdrum Prairie Aquifer. The proposed Spokane region stormwater education and outreach project will consist of several multi-media platforms, that include municipal websites, social media, mobile signage, traditional ad spaces, television, and radio. Audiences include general public, businesses, Russian/Ukrainian speaking, Spanish speaking, and low-socioeconomic status neighborhoods.</p>
Proposed Council Action & Date: October 3rd, 2022	Consent to submit Water Quality Combined Funding application to Ecology
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? It will enable the city to provide outreach aimed to underrepresented communities by providing the means to generate materials into languages other than English.	

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

The water quality grants requirements from Ecology are rigorous and require quarterly progress reports on how the funding is being spent to ensure it is in accordance with the agreement.

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

The water quality grants requirements from Ecology are rigorous and require quarterly progress reports on how the funding is being spent to ensure it is in accordance with the agreement.

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

Providing stormwater outreach enables the community to partner with the city for sustainable stormwater management practices that can impact the river and the aquifer. This aligns with the city's Sustainability Action Plan, the Comprehensive Clean Water Plan, and Water Conservation Plan. It is also a stormwater permit requirement to provide outreach.

Committee Agenda Sheet

Public Safety

Submitting Department	Facilities Department
Contact Name & Phone	Jeff Teal X6533
Contact Email	jteal@spokanecity.org
Council Sponsor(s)	CM Wilkinson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Starplex 1 year renewal OPR 2019-0961 (November 1, 2022 thru October 31, 2023)
Summary (Background)	<p>Historically, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locates range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. These have been completed as individual contracts, typically signed by individual departments and completely uncoordinated. In May of 2019, the City of Spokane through the Purchasing Department published an RFP for security services. This past year in addition to the above locations, we have had security located at the homeless encampment, Tapio Center, and at the libraries after normal operating hours when they are used for heating/cooling shelters.</p> <p>This request is to use the first of two (2) optional one-year extensions on the master contract for security services for the City of Spokane (November 01, 2022 thru October 31, 2023). The original contract was for a 'not to exceed' amount of \$1,750,000 over the original 3-year term and the 2 one-year extensions (total of 5 years). Due to increased usage by multiple departments and other circumstances, we are anticipating the \$1.75 million will be exceeded.</p> <p>We are requesting Council approval to (1) renew the contract for the period 11/01/2022 to 10/31/2023 and (2) add an additional \$736,000.</p> <p>Because the Departments that utilize this master contract have already budgeted for these security expenses in the 2022 budget and the preliminary 2023 budget, the request to increase the compensation by \$736,000 should not have a financial impact.</p> <p>The increase only affects the maximum amount to be paid out pursuant to the compensation section of the contract. The amendment is needed to ensure that the City remains in compliance with the terms of the contract.</p> <p>The increase of \$736,000 is as follows:</p> <p>2020-2021 \$87,000 for additional expenses already incurred</p> <p>2022 \$280,000 for Camp Hope (March-Dec 2022)--General Fund \$22,000 for Landfills—Solid Waste Fund</p>

	\$10,000 for Intermodal—Facilities Management Fund \$16,500 for misc--TBD \$328,500 2023 (Jan-Oct 2023) \$280,000 for Camp Hope--General Fund \$18,500 for Landfills—Solid Waste Fund \$8,500 for Intermodal--Facilities Management Fund \$13,500 for misc--TBD \$320,500
Proposed Council Action & Date:	Approve renewal and additional funds Oct 17, 2022
Fiscal Impact: Total Cost: \$736,000 \$87,000 for previously incurred expenses \$328,500 for 2022—these amounts should be budgeted already \$320,500 for 2023 (Jan-Oct 2023)—these amounts should be included in the preliminary budget Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: See above details Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
NA	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket amendment for the purchase of feeder and grate parts at the WTE.
Summary (Background)	<p>The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages.</p> <p>On April 5, 2021, bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket is for two years, spanning from July 1, 2021, through June 30, 2023, for a total cost of \$600,000.00 plus tax, with the option of three additional one-year renewals.</p> <p>Due to extreme market conditions, lead times to receive orders have increased exponentially. Parts that were ordered in the latter part of 2021 are only just now starting to arrive. To have parts on site when they are needed for the planned 2023 outages, orders will need to be placed as soon as possible. An additional \$800,000.00, including tax, will need added to the value blanket so that the orders can be placed now.</p>
Proposed Council Action & Date:	Consent to proceed on 9/26/22
Fiscal Impact: Total Cost: <u>\$800,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

These parts are for needed repairs to the boiler's Von Roll Grate System at the COS WTEF and support the safe and reliable operation of the COS WTEF. The repairs align with the Comprehensive Plan, Sustainable Action Plan, and the Capital Improvements Program.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart and Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Interlocal Agreement for use of transport van
Summary (Background)	<p>The City of Spokane Police Department and the Spokane County Sheriffs Office identified a common need of a law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in a police vehicle.</p> <p>SCSO was able to procure a transport van and is willing to share responsibilities and utilization of the van with SPD.</p> <p>SPD and the City will be responsible for routine vehicle maintenance and major repairs will be shared equally. The van will remain the property of the County.</p> <p>Agreement term 9/1/2022 to 12/31/2026.</p>
Proposed Council Action & Date:	Approval of interlocal ageement
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

--

**INTERLOCAL AGREEMENT
BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY
SHERIFF'S OFFICE**

The Prisoner Transport Van

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the City of Spokane, by and through the Spokane Police Department ("SPD"), a general authority Washington law enforcement agency as defined in chapter 10.93 RCW and a division of the City of Spokane, a municipal corporation, having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, and Spokane County, by and through the Spokane County Sheriff's Office ("COUNTY"), a political subdivision of the State of Washington, having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter each individually referred to as "Party" or "Agency" and collectively as the "Parties" or "Agencies".

WITNESSETH:

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") 36.01.030, the powers of Spokane County can only be executed through their respective Board of County Commissioners; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of Spokane County property and management of Spokane County funds, and the Board of County Commissioners of Stevens County, Washington has the care of Stevens County property and the management of Stevens County funds; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff (referred to herein as "COUNTY") is the chief law enforcement and conservator of the peace of Spokane County; and

WHEREAS, pursuant to the provisions of chapter 10.93 RCW, the SPD is a general authority Washington law enforcement agency charged with keeping the peace of the City of Spokane, Washington, a municipal corporation duly operating within the confines of Spokane County, Washington; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, public agencies may contract with each other to perform certain functions which each may legally perform for the purposes of a mutually advantageous joint or cooperative action; and

WHEREAS, the SPD and the COUNTY have a longstanding partnership in coordinating resources for the delivery of law enforcement services in Spokane County and surrounding areas; and

WHEREAS, SPD and COUNTY have identified the need for a common law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in the back of a police vehicle to jail; and

WHEREAS, the COUNTY was able to procure such a vehicle, namely a Prisoner Transport Van (the “Van”), and is willing to share responsibilities and utilization of the Van with SPD;

WHEREAS, SPD and COUNTY are mutually desirous of entering in this Agreement for the purpose of outlining the terms of conditions of sharing said Van

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SPD and COUNTY agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the mutual agreement between the City of Spokane Police Department (“SPD”) and the Spokane County Sheriff’s Office (“COUNTY”) regarding the utilization of the Prisoner Transport Van (the “Van”).

A. Background

The Van was purchased from federal surplus by COUNTY and in making said Van operational, additional equipment and cosmetic repairs were completed at the expense of COUNTY. The total cost to purchase and equip the Van was approximately \$11,000.00 USD. The Van is solely owned (registered and legally titled), and shall remain owned during the term of this Agreement, by COUNTY.

B. Intended Use

The Van was obtained to address the emergent need for patient transport services, including without limitation the transport of disabled persons and/or persons not suitable for transport in the back of a police vehicle to jail. This use as described herein is the sole and limited intended use of the Van. Any other use must be expressly authorized and approved in writing by a Captain or higher ranking official from COUNTY. The Van shall solely be used for the non-medical transport to jail and/or court proceedings as needed.

II. TERM

This Agreement shall commence September 1, 2022, and continue through December 31, 2026, unless terminated earlier in accordance with Section VIII herein, and may thereafter be renewed by mutual decision of the Parties evidenced by a writing and executed with the same formalities as this Agreement.

III. RESPONSIBILITIES OF THE PARTIES.

A. Maintenance and Storage

The Van shall be parked and stored in a mutually agreed upon location near or in the Public Safety Building. The SPD Fleet staff shall maintain all the maintenance records for the Van and shall be responsible for ensuring that all the routine maintenance (ie. oil changes, windshield repair, and other minor work required due to ordinary wear and tear) is performed in a timely and reasonable manner, and that the Van remains in working order, at a high level of cleanness, safety, and mechanical soundness. In the event the Van requires a major repair (ie. those repairs which are not due to ordinary wear and tear), then SPD and the COUNTY shall share equally in the cost of repairing the Van to full working order, at a high level of cleanness, safety, and mechanical soundness.

The SPD shall provide a fuel fob to be kept on the keychain for utilizing the City Filling Station, located at the DEM Building Garage. The Van's fuel gage shall at all times read greater than three-quarters (3/4) tank and shall be refueled, as soon as possible, once the Van's fuel gage reaches three three-quarters (3/4) tank at any time.

In the event the Van requires repair or maintenance, the SPD Shift Sergeant shall notify the SPD Fleet Manager Dan Hayes at (509) 610-9445 or DHayes@SpokanePolice.org, as soon as possible.

In the event the Van requires decontamination for any reason (ie. due to hazmat or other chemical, radiological, or biological contamination), it will be the sole responsibility of the Agency who was in control of the Van at the time of the contamination to ensure the Van is properly cleaned and restored to full working order, at a high level of cleanness, safety, and mechanical soundness and thereafter placed back into service as soon as possible.

B. Required Training

Prior to using the Van, all commissioned staff from both Agencies who require access to the Van shall receive roll call training on how to locate the keys, the procedures for operating the wheelchair lift, standard functions of the vehicle, as well as refueling and maintenance notification procedures.

C. Check Out Procedure

A sign-out sheet will be placed near the location where the Van is parked at all times. Whenever Agency personnel utilizes the Van, said personnel shall sign the Van out and provide a contact number where that person can be reached. Use of the Van by Agency personnel is strictly contingent upon signing the sign-out sheet and providing any required information. Any failure of Agency personnel to sign the required sign-out sheet shall constitute a material breach of this Agreement.

D. Vehicle Readiness

All Agency personnel who use the Van shall:

1. Return it to its original storage location, located at the DEM Building Garage, when not in use;
2. Maintain/return/leave the Van in a manner that ensures that it can be quickly deployed (ie. the Van is left with at least 3/4 tank of gas and that all personal equipment is removed);
3. Inspect the Van in its entirety before and after each use to ensure that anyone transported did not leave a weapon or contraband;
4. Ensure the interior and the exterior of the Van remain clean and free of any trash, waste, or other similar materials; and
5. Immediately notify the SPD Fleet Staff in Section II of this Agreement in the event of any mechanical issue with the Van or if any other problems arise.

If either Agency has to put the vehicle “out of service” due to a mechanical issue or other reason (decontamination, collision, etc.), the Shift Supervisor of the responsible Agency shall notify: (1) SPD Fleet Staff, (2) the COUNTY Patrol Division Commander, and (3) the SPD Patrol Division Commander; so they can notify their staff. When the Van is back “in service”, these three individuals shall be notified again as to the restoration of “in service” status.

E. Vehicle Modifications

The Van shall not in any way be altered from its original state unless the COUNTY Fleet Manager expressly approves said modifications in writing. At no time shall any Agency equipment be kept in the Van, other than that approved in writing by the COUNTY Fleet Manager, and the Van shall not be used for any purpose other than it’s intended use.

IV. ADMINISTRATORS. This Agreement shall be administered by the Parties’ designated representatives below:

Spokane Police Department	Spokane County Sheriff’s Office
Major Eric Olsen Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: eolsen@spokanepolice.org P: (509) 835-4505	Undersheriff Mike Kittilstved Spokane County Sheriff’s Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: mkittilstved@spokanesherriff.org P: (509) 477-3355

V. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	Spokane County Sheriff's Office
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Ozzie Knezovich Sheriff Spokane County Sheriff's Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: oknezovich@spokanesherriff.org P: (509) 477-3277

VI. INSURANCE.

A. Spokane Police

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program. The City shall furnish written evidence of its self-insurance to the COUNTY within 30 days of the Agreement becoming effective.

B. Spokane County Sheriff

The County is Self-insured for Workers Compensation (\$1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers

Formatted: Indent: Left: 0.25"

and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County.

The Pool's liability coverage limits of \$10,000,000, per occurrence, provide coverage for general, auto, employment liability as well as liability stemming from errors and omissions and exceed limits required by the Agreement and have Excess Liability Insurance Policy covers all operations and applies over the Pool's primary liability coverage layer. The Pool's MLC will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as a named insured.

During the term of the Agreement, the COUNTY shall maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

(1) — Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount;

(2) — General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

(3) — Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

Liability coverage Each policy shall be endorsed and the certificate shall reflect that the insurance—afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

The County will furnish the City a Memorandum of Liability Coverage document within 30 days of the Agreement becoming effective. As evidence of the insurance coverage required by this Agreement, the COUNTY shall furnish written evidence of acceptable insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided.—The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

VII. INDEMNIFICATION.

The Agency using the Van at that time shall be responsible for any damage, repair, liability, and any other legal issues that arise from its use.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or SPD employees or agents while performing work authorized under this Agreement, the parties agree as follows:

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

For this purpose, the COUNTY and SPD, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the SPD or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement. it is understood that in such matters they are acting solely as agents of their respective agencies.

VIII. TERMINATION.

This Agreement may be terminated for or without cause, in whole or in part, for convenience, or for any reason whatsoever by either Party by submitting a written Notice of Termination to the other Party in accordance with Section V herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

IX. COMPLIANCE WITH LAWS.

The Parties shall observe all applicable local, state, and federal laws, regulations, orders, writs, injunctions, and/or decrees, to the extent that they may be applicable to the terms of this Agreement.

X. GOVERNING LAW; VENUE.

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

XI. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

XII. ENTIRE AGREEMENT.

This written Agreement, together with the Exhibits attached hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

XIII. MODIFICATION.

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

XIV. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

XV. NONDISCRIMINATION.

During the performance of this Agreement, the Parties, their employees, and agents shall not discriminate against any person on the basis of race; religion; color; sex; gender identity and expression; medical conditions related to any sensory, mental, or physical condition; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law. The Parties 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.

XVI. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department or the Spokane County Sheriff's Office, 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.

XVII. COUNTERPARTS.

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

XVIII. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section II above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties. See provisions in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts arising from this Agreement.
- G. Termination. See Section VIII above.

XIX. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and the other documents listed in this

Agreement as Exhibits, and all modifications and change orders issued subsequent thereto. These form a contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is as follows:

1. This Agreement; and
2. Amendments or Modifications to this Agreement.

XX. REMEDIES.

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXI. DISPUTE RESOLUTION.

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (“DRP”), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receipt of such notice the Parties shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator in Spokane County, Washington to aid the Parties in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The Parties shall act in good faith as to resolving disputes through mediation.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either Party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

XXII. WAIVER.

No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

XXIII. ASSIGNMENT AND DELEGATION.

No Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the express written consent of the other Party.

XXIV. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the Spokane County, School District, Stevens County, and COUNTY and not for the benefit of any third-parties.

XXV. SUBCONTRACTS.

Except as otherwise provided herein, a Party shall not enter into subcontracts for any of the work to be performed under this Agreement without obtaining express written approval from each Party to this Agreement.

XXVI. SEVERABILITY.

Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such

section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

XXVII. FORCE MAJEURE.

Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public enactments, labor disputes, or other circumstances which cannot be forecast or provided against.

XXVIII. TIME IS OF THE ESSENCE.

Time is and will be of the essence for each term and provision of this Agreement.

XXIX. HEADINGS.

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

XXX. COOPERATION.

The Parties agree to cooperate and work together to the best of their abilities to effectuate the purpose of this Agreement.

XXXI. EXECUTION AND APPROVAL.

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

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this _____ day of _____ 2022.

SPOKANE POLICE DEPARTMENT

SPOKANE COUNTY

By: Craig Meidl
Title: Chief of Police

Date: _____

Mary L. Kuney, Chair

Al French, Vice-Chair

Josh Kerns, Commissioner

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

By: Ginna Vasquez
Title: Clerk of Spokane County

Date: _____

Approved as to form:

Sheriff:

By: Lynden Smithson
Title: City Attorney

Date: _____

Ozzie Knezovich, Spokane County Sheriff

Date: _____

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Water Department
Contact Name & Phone	Loren Searl 625-7821
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of 1200a Transfer Switches
Summary (Background)	<p>A Request for Quote was sent out and three (3) responses were received - Northcoast Electric Supply (Spokane, WA) was the lowest responsive bidder - \$79,000 plus tax</p> <p>Latah, West Drive and Eagle Ridge 1 booster stations are critical for supplying water to the 195 corridor, Eagle Ridge, Sunset and SIA. Currently, these stations do not have any means for emergency power during a weather event (icestorm), large fire (firestorm), or even a power outage. This purchase of 1200a transfer switches will allow the Water Department to use its current portable generators to power these stations in an emergency.</p>
Proposed Council Action & Date:	Approve Purchase 10/17/22
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Police Department
Contact Name & Phone	Jacqui MacConnell, 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmembers Bingle/Stratton/Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO Ammunition Order-Ahead
Summary (Background)	<p>The Spokane Police Department is requesting pre-approval of funds to place our 2023 ammunition order as soon as possible prior to further, additional, significant, price increases.</p> <p>Proposed 2023 budgeted amount for department ammunition is currently \$200,000. SPD is requesting a SBO to access that budget now in order to place the 2023 ammunition order before price increases of 14-15% go into effect at the end of October. Ammunition would not be received and/or paid for until 2023.</p>
Proposed Council Action & Date:	Approval of SBO Oct. 17th
Fiscal Impact: Total Cost: <u>\$200,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SPD operating budget under General Fund Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	

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

n/a

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation in ammunition by \$200,000.
 - A) Of the increased appropriation, \$200,000 is to be used solely for the procurement of 2023 department ammunition.
 - B) This is an increase to the overall appropriation level in the General Fund and will be funded by General Fund unappropriated reserves.

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 order next year ammunition now in order to avoid significant price increases, 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

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Mike McNab-835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Approval to apply for The Washington State Criminal Justice Training Commission (WSCJTC) Officer Wellness Program grant funding.
Summary (Background)	SPD would like to respond to WSCJTC's request for proposals, seeking \$12,000 in grant funding to expand its officer wellness program. WSCJTC has \$1,500,000 of funding available for the period of November 1, 2022, to June 30, 2023 with the possibility of a 12 month extension. If awarded, this funding would be used to improve the delivery of and access to mental health and wellness services for SPD officers through voluntary wellness checks.
Proposed Council Action & Date:	October 3rd, 2023 (committee briefing only)
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<u>None</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

Request for Proposal

The Washington State Criminal Justice Training Commission (WSCJTC) invites written proposals to perform the work summarized below. In addition, this Request for Proposal (RFP) describes in detail the process for submitting responsive proposals.

Officer Wellness Program

Intent: The WSCJTC is to provide grants to local law enforcement agencies for the purpose of establishing officer wellness programs. Proposals are to include but are not limited to, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health services and mental health supports/services. Additional programs are also encouraged to focus on officer wellbeing.

- Date RFP Posted: September 15, 2022.
- Funding Available \$1,500,000.
- Term of Contract: From November 1, 2022, to 6/30/23. WSCJTC reserves the right to extend the contract by another 12 months during the initial term of the contract and will include that right in the contract.
- Proposal question Meeting (Zoom) Monday October 3, 2022.
- **Proposals Due: October 14, 2022, by 4pm, Return completed proposals to: srogel@cjtc.wa.gov**
- Proposal Review October 17-26, 2022
- Proposal Decisions by October 26, 2022
- Contracts start date: November 1, 2022

Point of Contact for this RFP:

NAME: Susan Rogel

ADDRESS: WSCJTC, 19010 1st Ave. South, Burien, WA 98148, MS: TB-35

PHONE: 206-939-8437

Email: srogel@cjtc.wa.gov

Proposal Submission

Each agency must submit to the RFP Point of Contact named above a single proposal by email attachment. WSCJTC will consider that email an electronic signature intended to bind the Agency. The WSCJTC will consider proposals to include an acceptance period at least until the scheduled date of announcing the successful applicant. WSCJTC will not consider late submissions to be responsive proposals.

All proposals become the property of the WSCJTC, subject to the Public Records Act, RCW 42.56, and will not be returned. If an Agency wants to designate one or more parts of its proposal exempt from public disclosure, the Agency must clearly designate those parts. Marking the entire proposal

TRAINING THE GUARDIANS OF DEMOCRACY

exempt from disclosure will not be honored. The Agency must either limit the claimed exemption or withdraw the proposal. WSCJTC reserves the right to cancel or to suspend the RFP in whole or in part before naming the recipient.

RESPONSIVE PROPOSALS

The review panel will review proposals to determine compliance with documentation requirements and instructions specified in this RFP. Failure to comply with RFP requirements may result in rejection of the proposal as non-responsive. WSCJTC reserves the right at our sole discretion to waive minor irregularities.

A responsive proposal includes:

1. COVER SHEET

Date of Application: _____

Name of Organization(s) Applying: _____

Contact: _____

Address (principal/administrative office): _____

City _____ State _____ Zip _____

Phone Number: _____ Fax Number: _____

Amount Requested: \$_____

Geographic area to be served: _____

Director(s) Signature _____ Date: _____

Director Name(s) Printed: _____

2. APPLICATION

A. Narrative

- a. Organization information
- b. Mission, goals, and challenges

B. Proposed Program

- a. Describe the proposed program in detail.
- b. Describe the program's outcomes to be measured and your plan to meet them.
 - i. Identify the specific outcome(s) needed to show success of your proposed program, "what will you know if your program is successful" and Identify personnel responsible for collecting data needed to communicate the outcomes.

- c. Identify other organizations, partners, or funders participating in the project and their roles.
 - d. Provide a timetable for implementation. Be detailed, due to the short timelines of this grant a decision point will be the ability to implement programs in a short period of time.
- C. Evaluation/Required outcomes for agencies. Describe in detail your methods to document progress and results.
- D. Attachments
 - a. List of officers and directors involved in the program.
 - b. Include MOU's that may be in place or letters of agreement.
- E. Finances, including:
 - a. Program budget, See included form for your use.

Review for additional Guidance:

[WA Law Enforcement Officer Mental Health & Wellness Taskforce Report and Recommendations](#)

WSCJTC reserves the right to select the agency without further discussion or negotiation of the proposals received, so proposals should be the most favorable terms the agency can offer. WSCJTC reserves the right to contact an Agency for clarification of its proposal.

Nothing compels WSCJTC to select the agency based solely on the lowest proposed cost. WSCJTC reserves the right to weigh a variety of relevant factors in selecting the agency.

Conditions of the Contract Award:

- If WSCJTC names an agency, WSCJTC will immediately begin drafting a contract with the agency.
- WSCJTC will pay for the progress and completion of work described in the statement of work, but not in advance.
- No work can be performed, nor any expenses incurred before the contract is signed.
- WSCJTC will not pay for an Agency's cost in preparing its proposal.
- Contracts WSCJTC award are contingent upon funding.
- This RFP does not obligate WSCJTC to enter into a contract.

DEBRIEFING OF UNSUCCESSFUL BIDDERS

On request, WSCJTC will schedule a telephonic debriefing conference of one hour or less with an unsuccessful bidder, if requested before the deadline specified in the RFP schedule above.

Debriefing is limited to a critique of the Agency's proposal. Comparison with other proposals is not allowed.

PROTESTS

Agencies who have participated in a debriefing conference may, within three days following the conference, file with the RFP manager a written or emailed protest of the acquisition, limited to:

- Allegations of bias, discrimination or conflict of interest on the part of the WSCJTC employees who decided upon the Agency.
- Allegations of WSCJTC's non-compliance with this RFP, as revised by WSCJTC, except where the RFP specifies WSCJTC discretion and "reserved rights."

The protest must state the grounds for the protest, including specific facts, must specify the actions being protested, and must describe the corrective action being requested

Upon receipt of a protest, WSCJTC's Executive Director will appoint an employee who was not involved in the procurement to review the record, consider all relevant facts, and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold WSCJTC's action; or
- Find only technical or harmless errors in the WSCJTC's actions and find WSCJTC to be in substantial compliance and uphold WSCJTC's actions; or
- Find the protest essentially valid and recommend to the Executive Director steps to:
 - correct the errors and fairly re-evaluate all responsive proposals received, or
 - reject all proposals and start the RFP process over again, or
 - make the protestor whole for any lost opportunity.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire Department
Contact Name & Phone	Brian Schaeffer 509-625-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Council President Beggs/Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract agreement with Integrus for Fire Study
Summary (Background)	<p>This Capital Facilities Plan is intended to provide the Executive and Legislative Branches, Fire Chief, Management Team, and the citizens of Spokane and partners with a road map for the future development of SFD facilities strategically located to serve the needs of the immediate surrounding communities in Spokane County. The project includes an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term (ten-year) capital facility needs. The study will consist of not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replaced and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area. Facilities belonging to adjoining fire districts/cities will also be considered and whether their location impacts service delivery to SFD's citizens due to the implementation of two-way, automatic mutual aid agreements. In addition, to the physical evaluation of the SFD's existing facilities, the examination will also analyze development and growth patterns, traffic patterns, socio-economic data, building inventory, and other factors that impact service demand, call volume, and turnout time challenges due to station building design configurations and station locations adversely affecting service delivery times from specific current and prospective base-station locations.</p> <p>In June, 2022 RFP#5624-22 returned Integrus Architecture as the vendor of choice. Total contract cost of \$436,938 including a contingency reserve set aside.</p>
Proposed Council Action & Date:	Approval of contract Oct. 17th
Fiscal Impact: Total Cost: <u>\$436,938</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: \$400k from Real Estate Excise Tax First Quarter Percent & \$36,938 from General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The siting of Fire Stations and response capability is critical to the safety of the community. Traditionally, risk and incident volume in low-income neighborhoods or areas with vulnerable community members are especially at risk, requiring the most deliberate and evidence-based approach to siting facilities.	

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

The consultant is using public-accessed data from the latest US Census and SFD GIS/Incident data.

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

The final product will provide the community with an evidence-based plan for capital repairs, investments, and facility locations well into the future.

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

The plan will integrate with existing Comprehensive Planning efforts and serve as an adjunct to assist future legislative action.

Bid Response Summary

Bid Number RFP 5624-22
Bid Title Capital Facilities Plan Consultant - Fire Department
Due Date Monday, June 6, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Integrus Architecture
Submitted By Marcine Herron - Monday, June 6, 2022 10:46:57 AM [(UTC-08:00) Pacific Time (US & Canada)]
 mherron@integrusarch.com 509-838-8681

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	5	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
	6	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
DOCUMENTS TO UPLOAD:			

1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP 5624-22 - Integrus Proposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Table of Contents

Tab 1

Scope of Services Acknowledgement of Understanding

Tab 2

Background Questions & Answers (3A)

Project Vision & Approach

Tasks, Steps, Timeframes

Assigned Project Staff

Tab 3

General Questions & Answers (3B)

Tab 4

Materials Requested - Section 3

Experience

References + Letters

Tab 5

Cost Proposal

Proposal for

Capital Facilities Plan - Spokane Fire Department
RFP Number: 5624-22

June 6, 2022

integrus
ARCHITECTURE

Preston Potratz
10 S. Main Street
Spokane, WA 99201
p. 509.838.8681
f. 509.838.2194
ppotratz@integrusarch.com
www.integrusarch.com

The planning and investigation that occurs before future funding, design and construction can have the greatest impact on cost, schedule, and ultimately the success of the built project. Our strategic approach involves comprehensive research, strategic analysis, conservative forecasting, and thoughtful design concepts to determine needs and help develop a vision for your projects. Special consideration will be given to facility modeling, conceptual design, and maintaining applicable standards such as NFPA, ADA, CFAI, possibly ISO, national mandates relative to emergency services, generally accepted best practices within the emergency services community), and any Washington State rules and standards. The list of deliverables to be provided based on the project scope of services is included below. Our detailed approach and tasks are provided in Tab 2 as requested. A detailed work plan will be developed and maintained at project commencement.

Phase 1 - Inventory & Needs Analysis

Deliverables include:

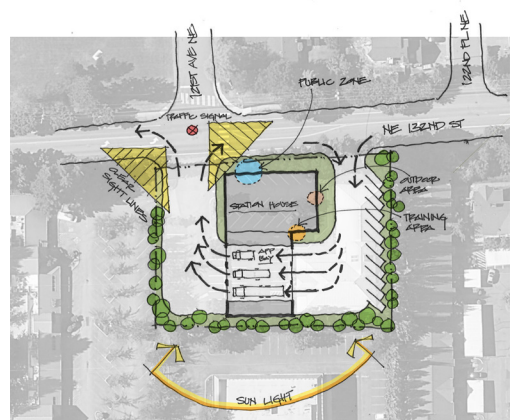
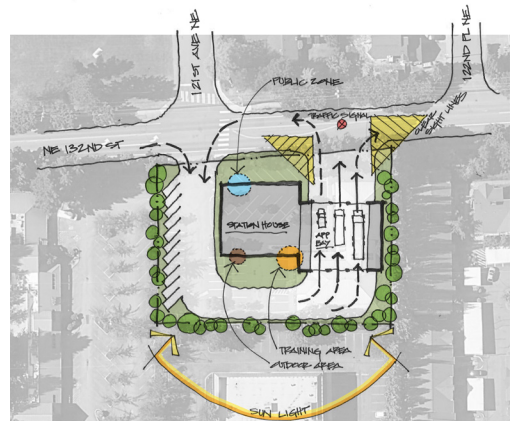
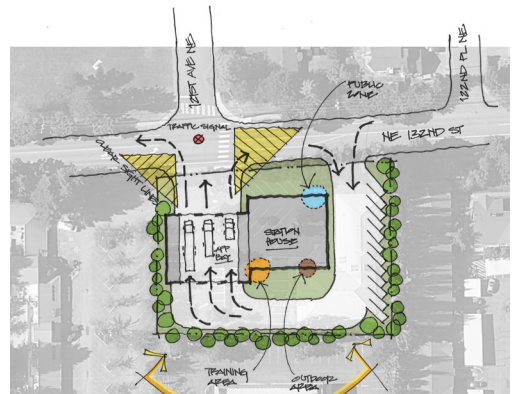
- Detailed inventory report and analysis of existing capital facilities
- Agency and stakeholder interview results

Phase 2 - Future Facility Needs Defined

- System and site drawings and coverage maps
- Migration/implementation plans and theoretical cutover plan
- Project schedule
- Itemized system costs and project budget
- Identified *Facility Needs (including construction or reconstruction)

Phase III - Final Capital Facilities Plan

- Final Plan to include:
- Recommendations and a schedule for presenting to the legislative and executive branches
 - Future Possible Bond issues, including realistic dollar amounts.
 - Recommendations for considering Fire Impact Fees or alternative funding source(s)
 - Recommendation for formal adoption process



Example study concept scenarios

There is a civic, community, operational, and programmatic design thread common to facilities of this nature. Integrus - TCA will be focused on the importance of resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, we believe the planning and design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, the Integrus - TCA team focuses on delivering forward-thinking, multi-generational facilities.

Interactive Approach

From the beginning, Integrus Architecture and TCA Architecture + Planning will incorporate strong project management, collaboration/engagement and communication methodology into the process. We are not style-driven architects, but rather problem solvers. We will search for the perfect fit for the needs, desires, and vision of the Spokane Fire Department, the City of Spokane and the community. We will work with you to identify and prioritize your values, and then use our skills as designers to discover the physical and operational manifestation of those values to service your community for decades to come.

The proactive management style capitalizes on experience and a collaborative team attitude. Each stage of the project will require specific and distinct skill sets that our diverse personnel will provide. Project Manager Bob Estlund, is the day-to-day point-of-contact for organizing and disseminating all information from the start through the final report. Bob will make sure that everyone understands their responsibilities and that there is prompt follow through by both the City, the Fire Department and by members of the consulting team. He is also responsible for building the detailed work plan with stakeholder input, conducting project schedule and quality control meetings to discuss the progress and set the quality of standards for the final report.



Our proposed approach to your project and the scope of services is as follows:

Phase I - Inventory & Needs Analysis

PROJECT PREPARATION

Task: Kickoff Meeting

We will begin your project with a Kickoff Meeting with the appropriate representatives of the City and Fire Department to review the objectives and requirements of your project. Refining our implementation plan will allow us to develop a more concise schedule as we begin work on your project.

We include reviews and expectations of cost and track budgets throughout each phase. This meeting will include:

- Review planning methodology
- Inclusion planning
- Discussion of expectations, outcomes, and planning document use
- Future financing considerations
- Identify additional factors to consider
- Identification of additional resources if required

Task: Data Collection

As we gain a clearer insight of the project, we will begin the data collection process. Items which may be requested include:

- Parcel maps
- Call loads and run data
- Current and future staffing levels
- Previous community and facility studies- master planning, standard of cover, comprehensive plan, others
- Existing as-built plans by facility- hard or electronic copies
- Maintenance records and work orders by facility
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

Task: General Site Research & Analysis

After careful review and analysis of base data, and determination if a facility is in an appropriate target response area, we will begin a general analysis of each site. The depth of research will depend on if a facility is appropriately located within the broader system of facilities. This analysis will include:

- Code and zoning issues
- Property size evaluation
- Site adjacencies
- Topography review
- Utility availability
- Soil characteristics
- Environmental impacts
- Street layouts and traffic information
- Turning radius review



FACILITY ANALYSIS

Task: Existing Facilities Review

The existing facilities review will be broken down into 2 tiers:

Tier 1

This review will include a non-engineering review to determine the condition of facility, opportunities for facility renovation if needed, site relationships, and broad discussion of its functionality. Depending on the observations, reviews, and ability to accommodate change as needed, a more in-depth Tier 2 would be scheduled.

Tier 2

This deeper analysis of all viable facilities will include all engineers and supporting consultants. The intent of the analysis is to document all associated issues with the existing facility, areas needing upgrades, viability of current systems, operational concerns, historical value. This engineering-based evaluation will extensively document, what you have, areas of concern, flexibility for system expansion, and viability of the future change.

This facility analysis will include:

- Engineering based evaluations
- Structural Tier 2 Seismic Evaluation
- Areas of concern
- Flexibility for system expansion
- Viability of future change

Phase II - Future Facility Needs Defined

PROGRAMMING & CONCEPT

Task: Operations-based Programming

We propose to develop an operations-based program for conceptual planning and test-to-fit purposes concurrent with the existing facilities evaluation. This task will begin with a visioning session and subsequent programming charrette with the City and Departmental personnel, as identified in the inclusion plan. The objective of this effort is to identify the operational targets and philosophy relative to "All things Fire and EMS." Departmental culture, turnout efficiency, decontamination and cleaning, bay flexibility, living accommodations, gender neutrality, durability, and maintenance, alerting systems, seismic considerations, sustainability, maintenance issues, community rooms, etc. Core guiding principles will be documented, and component diagrams will be developed. As optimized facility sizes based on staffing, apparatus deployment, and future growth are determined, i.e. one company, two company three company facilities, these programmatic requirements will be tested against the tier 2 evaluations. This document will include:

- Staffing and apparatus projections at near, mid, and long-term benchmarks
- Description of each space, based on operations and use
- List of all spaces, with general floor areas
- Identification of functional adjacencies
- Description of community characteristics and potential concerns, challenges, or threats
- Optimized facility sizes by company

Operational philosophy has a significant impact upon all areas of a Fire Department, including:

- Deployment / Response (service delivery) strategies
- Shift schedules and rotation frequency
- Apparatus (response vehicles) needs (both type and number)
- Supervisory span of control
- Ratio of Obligated to Unobligated staff time
- Records management requirements
- Training space and funding
- Accreditation

Task: Gap Analysis

After the evaluation of what you have and how best to protect your community from a deployment, staffing, and facilities perspective, facilities will be tested against the optimized facility program and the existing tier 1 and 2 assessments to determine how viable each facility is to support current and future operations. This extensive and iterative process will evaluate and test-to-fit the optimized program by facility with the identified baseline conditions from the tier 1 and 2 evaluations. Based on the findings of this effort, an evaluation by facility will be presented by the team and discussed with the city and department. The outcome of this effort will include facility and programmatic prioritization, potential phased solutions, and parallel cost evaluations and alternatives which will inform the planning process.

This document will include:

- Station program accommodation diagrams
- Accommodation constraints based on optimized program
- High-level cost impacts of accommodation alternatives
- Correctly balancing wants, needs, and budget

We consider this process essential for planning and designing facilities that will meet the Department's long-term needs. An in-depth review and study of current and projected paid and volunteer staff, how they operate and respond as well as defining your department's unique culture.

The work products include:

- Project statement
- Identification of future needs
- Base cost analysis review
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

COST & PRIORITIZATION

Task: Conceptual Design Refinement, Scheduling, and Estimating

Following the gap analysis and test to-fit process, preferred alternatives by facility will be finalized and priced. Ultimately, financial decisions based on correctly balancing wants, needs, and budget realities will inform the planning process. For replacement facilities, new facilities and facilities which may be renovated, temporary facilities and time-based construction sequencing over a determined planning horizon will all be considered.

Work product includes:

- Finalized conceptual plans for existing, renovated, replacement, and new facilities
- Project risk by facility- land, community, site, phasing, implementation timelines, permitting, etc.
- Identification of additional testing and/or studies to tighten estimates
- Project budgets and cost estimates by facility

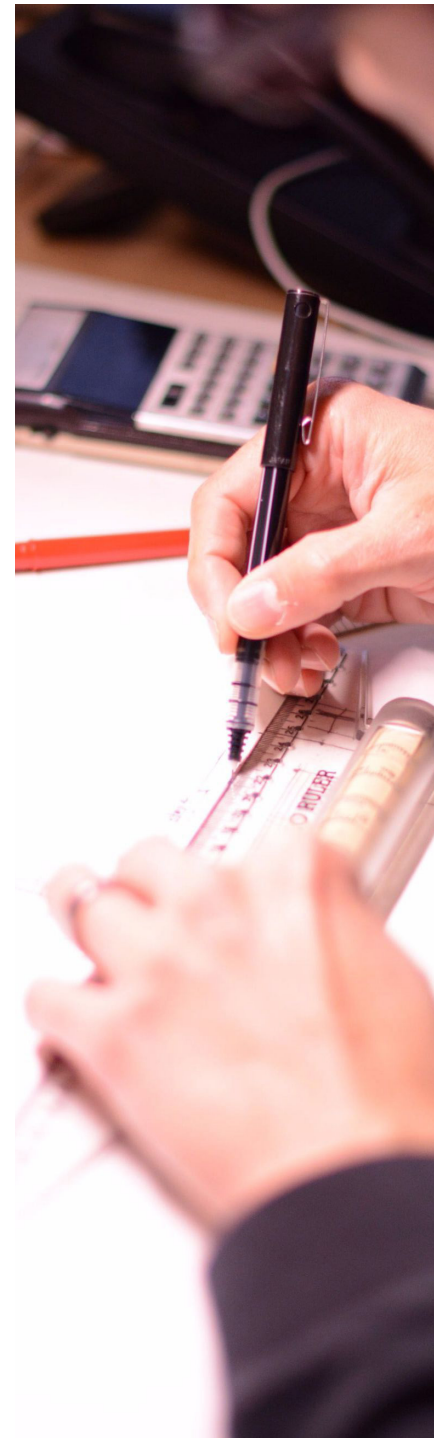
Task: Draft Report

Upon completion of the analysis and planning process, the team will submit and present a draft report to the stakeholders for review and comment.

Phase III - Final Capital Facilities Plan

Task: Final Report

After receiving comments, a final report will be prepared to incorporate and address all issues, including the next steps, with recommended action to the City.



Provide a conceptual project schedule for completing the consultant services.

We anticipate an overall project duration for all phases of approximately 6-7 months.
Based on the schedule in the RFP we anticipate a September 1, 2022 start date.

Summary Schedule														
Primary	Start	End	2022 - 2023											
			Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Master Plan Timeline	9.1.2022													
Phase I - Inventory & Needs Analysis														
Project Preparation	9.6.2022	9.23.2022												
Facility Analysis	9.26.2022	11.4.2022												
Phase II - Future Facility Needs Defined														
Programming & Conceptual Layouts	11.7.2022	12.16.2022												
Final Plan Costing & Prioritization	12.12.2022	1.27.2022												
Phase III - Final Capital Facilities Plan														
Phase 3: Final Plan Final Report	1.23.2022	3.22.20												

The Integrus Architecture - TCA Architecture + Planning team represents the confluence of experience, expertise, and engagement. Integrus and TCA have worked together on multiple public safety projects including the Aircraft Rescue & Firefighting Facility at Spokane International Airport. The combined expertise of the firms makes a perfect team. Integrus Architecture serves as the prime architect with overall oversight and TCA will act as the programming and planning lead.

Integrus Architecture

Integrus Architecture is an established public works architectural firm in Spokane with a unique expertise in Civic and Public Safety facility architecture. Our work includes site evaluation, predesign programming, needs assessments, design, security design, and full A/E services for Public Safety, Law Enforcement, Courts, Government, K12 and Higher Education clients. Proudly providing design services in the Pacific Northwest since 1953, Integrus' roots are grounded in growing with, contributing to, and investing in the Spokane community in which we live.

TCA Architecture + Planning, Inc.

TCA represents a 62+ year evolution of experience providing personalized services for a wide range of challenging and notable projects. This award-winning firm has an established national reputation for excellence in fire and training facility design, public safety buildings, and municipal projects. As Fire Service Design Specialists, their dedicated staff will bring a depth of experience to your project which is unparalleled. They are passionate about supporting special communities, such as the City of Spokane, in planning and designing state-of-the-art fire facilities; it is their commitment to you to work side by side to best inform your decision-making process.



Tab 2

Assigned Project Staff

The Integrus - TCA design team is complemented by Integrus' in-house structural team, and OAC for their unique background in comprehensive forensic architecture and building enclosure solutions. Other trusted Spokane-based partners include AHB� for civil and landscape; MW Engineers for MEP, and Roen Associates for cost estimating. All team members will be brought on as needed for their expertise and specific requirements of each of the stations and support buildings to be evaluated.

The team's Project Manager, Bob Estlund, will serve as the main point of contact for the program as well as for our internal team of consultants. Bob will work side by side with TCA's Forest Hooker, Fire Facility Design Specialist, who will lead the planning and programming efforts.



Bob Estlund

Project Manager

Bob has specialized in the field of predesign, programming, and design of public safety facilities since 1982. He brings a wealth of understanding of facility operations and the need for balance between security, safety, function, and aesthetics. Bob is well-versed in sorting through operational issues and making sure that they are properly integrated into the building program. His detailed, hands-on approach is a resource to the entire team to assure the proper integration of the City's requirements.

Relevant Experience

- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department South Hill Precinct Studym Spokane, WA
- Walla Walla Police Department, Walla Walla, WA
- Richland County Montana Justice Center, Sidney, MT
- Thomas S. Foley Federal Courthouse Design-Build Modernization, Spokane, WA
- Kona Judiciary Complex, Kona, HI



Architectural Technology (AA),
Phoenix Institute of Technology
Southern Steel Technical
Training School
Airteq Factory Training Program
Member, Construction
Specifications Institute, CDT

Forest Hooker AIA, LEED BD+C

Project Architect / Fire Facility Design Specialist, TCA

Forest Hooker has spent the last 18 years designing and managing more than 35+ fire station projects at TCA. Forest understands the balance of developing sustainable projects without undermining the operational criteria of a fire station. Forest brings highly refined analytical skills to each project he works on to ensure that all attributes of analysis, planning, design, and permitting are considered so that defensible financial decisions are made. He has worked through complex permit processes with owners and has been able to deliver timely projects on budget. Forest has lectured and has published nationally on the complexity of fire station design.

Relevant Experience

- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation, Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Fire Station, Richland, WA
- City of Seattle, Fire Facilities Long Range Plan, Seattle, WA
- City of Renton, Fire Department Capital Facilities Plan, Renton, WA
- Consolidated Fire Station Analysis Study, Kirkland, WA
- Fire Station 10 Feasibility Study, Bellevue, WA



Bachelor of Science in Design,
Magna Cum Laude, Clemson
University
Licensed Architect: WA 8284
Member, American Institute of
Architects
Member, WA Fire Chief's Assoc.
Member, WA Fire
Commissioner's Association
Member, WA Firefighter's
Association

Preston Potratz AIA, NCARB

Principal-in-Charge

Preston serves as Principal-In-Charge of Integrus Architecture's civic, public safety and government projects. He has 28 years of architectural and management experience in all levels of public facility design. His diverse project experience has given him an intimate understanding of the needs and concerns of the users and the ability to work creatively and collaboratively within design guidelines – resulting in buildings that function superbly. Preston is responsible for project oversight and ensuring that the necessary resources are available for your project and that tasks are fully staffed with personnel, equipment and other required support.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- SGL/ACF Manufacturing Facility Phase 3, Moses Lake, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Washington State Department of Transportation Maintenance Facility, Spokane, WA
- United States Embassy Campuses - 12 locations worldwide
- King County Children & Family Justice Center, Seattle, WA

Brian Harris AIA, LEED BD+C, NCARB

Principal-in-Charge / Fire Facility Design Specialist, TCA

Brian Harris has dedicated his career to pushing design innovation in fire and emergency facilities. He has programmed and designed more than 200+ fire facilities and brings unique insight on the issues facing today's fire service. Brian frequently advises and supports cities, fire industry journals, manufacturers, and generalist architects on all aspects of fire station design. Brian is a frequent contributor to *Firehouse* Magazine and has authored articles recently on cross-contamination, Covid-19 protocols, high-performance and resiliency in fire station design. Brian will be engaged throughout the project and provide design leadership to ensure the team maintains an "operations-first" approach during the master planning effort. Brian's expertise will bring great value during the facility evaluation and programming phases ensuring fire department needs are addressed.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA



Bachelor of Architecture
Washington State University

Licensed architect: WA, AK, HI, WY

NCARB Certification

Member, American Institute of Architects

Member, American Correctional Association



Bachelor of Architecture
University of Oregon

Licensed Architect: WA 6235, AK, AZ, CA, KS, I, MT, TN, SD, TX, UT, & WY

NCARB Certification

Member, American Institute of Architects

Member, WA Fire Chief's Assoc.

Member, WA Fire Commissioner's Association

Member, WA Firefighter's Association

Jeremy Koh

Senior Project Manager / Fire Facility Design Specialist, TCA

For 20 years, Jeremy has focused his career on designing facilities for fire service and public safety agencies. Jeremy has taken lead roles in system-based programming, facility needs and analysis, conceptual design & development, cost-management, and construction administration. His management skills are exceptional and his analytical thought process is invaluable. From his extensive experience, Jeremy understands the balance of designing sustainable projects without undermining operational criteria for the fire service.

Relevant Experience

- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Site Fire Station, Richland, WA
- Fire Stations 1, 3, & 6, Kennewick, WA
- Fire Station 63, Shoreline, WA
- LEED Fire Station 27, Kirkland, WA
- Temporary All-Electric Fire Station 31, Seattle, WA
- Fire Station 1, Seward, AK



Master of Architecture,
College of Architecture and
Environmental Design, Arizona
State University

Bachelor of Engineering, Major
in Architecture, Kyungwon
University (Gachon University)

National Technical Qualification
Certificate, 98207070677K
Korea

Member, WA Fire Chief's Assoc.

Member, WA Fire
Commissioner's Association

Member, WA Firefighter's
Association

Kerry May AIA, LEED GA

Senior Director, Building Enclosure Design, OAC

Kerry is a registered architect specializing in building enclosure design for new construction and existing buildings. His background and knowledge of building systems allows him to perform a wide range of tasks, including construction document preparation, field observations, construction administration, and forensic and failure investigations. Kerry has completed building enclosure design services for K-12 education facilities, higher-education facilities, residential, and commercial developments. In addition, Kerry has experience in project management, document review, 3D modeling, WUFI analysis, infrared thermography, and construction planning.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA



B.S., Architecture
Washington State University

Licensed Architect - WA

Certified Level 1 Thermographer,
Infrared Training Center

LEED Green Associate

Member, AIA

Member, NCARB

Dave Bates AIA

Senior Forensic Architect

Dave joined OAC in 1991. Over his 28-year career, he has worked on building enclosure diagnostics and repair, developing an in-depth knowledge of all types of cladding and roofing materials for new and existing structures. Dave served for 3 years as president of SeaBEC. He is a member of the Building Enclosure Technology and Environment Council (BETEC) and is the past president of the Mt. Rainier Chapter of the Construction Specification Institute (CSI).

Relevant Experience

- Spokane Public Schools, Roof Replacement (Several Schools), Spokane, WA
- City of Everett, Everett Station, Everett, WA
- Port of Olympia, On-Call Projects, Olympia, WA
- Washington Center for the Performing Arts, Olympia, WA
- Union Terrace HOA, Union Terrace Condominium - Building Enclosure, Seattle, WA
- Boeing Delivery Center, Everett, WA
- Washington State University, Northside Residence Hall, Pullman, WA
- The Devington Condominiums, Mercer Island, WA

B.A., Architecture
University of Washington
Licensed Architect: WA
Member, SeaBEC
Member, National Institute of Building Sciences
Member, Construction Specification Institute

Rob Graper, PE, SE, DBIA

Structural Engineer

Since 1992, Robert Graper has provided structural engineering services that have resolved complex challenges in a way that reflects clients goals and visions. His leadership in finding inspiring structural solutions that respond to unique environments have been applied to projects worldwide. His participation in needs assessments, planning, programming, site selection and concept design allows our team to thoroughly study design options and determine the most cost effective means to achieve the project goals. Robert's close, cooperative working relationship with our architectural team helps assure you of a timely and cost conscious solution to your design needs.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Spokane County Jail Master Plan & Siting, Spokane, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Ben Franklin Transit Administration & Maintenance Buildings, Richland, WA
- United States Embassy Campuses - 16 locations worldwide
- King County Children & Family Justice Center, Seattle, WA
- Sequim Civic Center, Sequim, WA



Bachelor of Science, Civil Engineering, University of Texas
Licensed PE, SE: WA, ID, OR, MT, IN, CA
Design Building Institute of America
Structural Engineering Association of Washington
American Institution of Steel Construction
American Concrete Institute

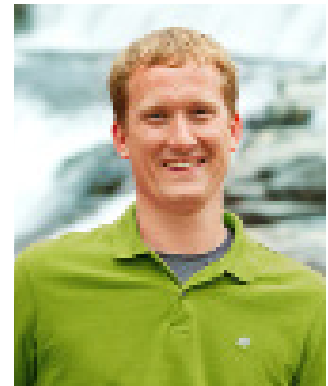
Erick Fitzpatrick PE

AHBL Principal/Civil Engineer

Erick is a Principal with AHBL and a civil engineer with more than 15 years of experience in Central and Eastern Washington. His experience includes both new and renovation projects where he has been responsible for a variety of building-related and site-related civil design elements, including on-site stormwater runoff collection, stormwater treatment, and redevelopment of hard-surfaced asphalt and concrete areas. Erick has previous experience working on public safety facilities and understands the critical importance of many civil design elements unique to these types of projects, including access roads, circulation, grades, and stormwater collection systems. His experience ranges from small access improvement projects to large, new construction projects with an emphasis on clear and concise construction documents that withstand the public bidding environment. Erick has worked on many public and private projects using delivery methods such as GC/CM, DBB, D/B and most recently Progressive-D/B.

Relevant Experience

- Richland Fire Station No 73, City of Richland, WA
- Richland Fire Station No 74, City of Richland, WA
- Richland Fire Station No 75, City of Richland, WA
- Quincy Public Safety, Quincy, WA
- Civil Engineer, Grant County Station #5, Grant County, WA
- Peperzak Middle School, Spokane Public Schools, Spokane, WA
- Shaw Middle School & On Track Academy, Spokane Public Schools, Spokane, WA



Bachelor of Science, Mechanical Engineering, Gonzaga University
Professional Engineer: WA
DBIA Certified, 2021
National Council of Examiners for Engineering

Craig Andersen PLA, LEED AP

AHBL Director of Landscape Architecture/Landscape Design

Craig Andersen is AHBL's Director of Landscape Architecture for Eastern Washington and a landscape architect with over two decades of experience across a variety of civic projects throughout the Pacific Northwest and in six international locations. He has experience in landscape architecture, land planning, site planning and project management for public, non-profit, and private projects located throughout the Pacific Northwest. He brings extensive understanding of critical service facilities, having designed more than a dozen fire station and related public facility designs in the last 10 years, as well as libraries and community parks. He excels at blending higher landscape quality demands of public buildings with the unique needs of those facilities into thoughtfully designed low maintenance landscapes. Moreover, he is fully committed to producing creative, sustainable, constructable, and affordable landscape designs for publicly funded projects. Craig is a LEED certified professional.

Relevant Experience

- Spokane County Fire District 4 Station No 40, Spokane, WA
- Spokane County Fire District 4 Station No 48, Spokane, WA
- Hanford 400 Area Fire Station, Hanford, WA
- Kennewick Fire Stations 1 & 2, Kennewick, WA
- Fire Station No 83 & No 84, Pasco, WA
- Richland Fire Station No 74, Richland, WA
- Seattle Fire Station No 28, Seattle, WA



Bachelor of Landscape Architecture, Washington State University
Licensed PLA: WA, ID
LEED Accredited Professional

Jacob L. Deering PE, LEED AP

MW Engineers – Principal, Mechanical Systems

Jake has actively participated in ever-expanding aspects of the planning, design and construction administration process for a diverse set of projects since joining MW Engineers in 1999. His experience as a mechanical engineer and project manager includes the design of higher education buildings, research laboratories, detention facilities, hospitals, and office and assembly areas.

As Principal, Jake is tasked with guiding all members of MW's mechanical, electrical, and electronics design team towards the goal of successfully integrated and complete systems design. He has a special interest in sustainable systems technology; his mechanical systems design has contributed to the LEED certification of more than twenty-five of the firm's projects.

Relevant Experience

- Spokane Fire Department Maintenance Building Addition – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Richland Police Station – Richland, WA
- Walla Walla Police Station – Walla Walla, WA
- Post Falls Police Station – Post Falls, ID
- Spokane National Guard Readiness Center – Spokane, WA
- Spokane County Library District Facilities Assessment – Spokane, WA
- Ben Franklin Transit New Office Building & Maintenance Building Upgrades – Richland, WA
- United States Embassies & Consulates with Housing, Offices, Vehicle Maintenance Bays & Maintenance Shops – Various Locations Worldwide



Master of Science
Washington State University

Bachelor of Science -
Mechanical Engineer,
Washington State University

Licensed PE, in the states of
WA, ID

ASHRAE Member Former
Chapter President

USGBC Cascadia Chapter
Spokane Branch Former Co-
Chair

Experience
MW Engineers 23

Brandon D. Enevold PE, LEED AP

MW Engineers – Principal, Electrical Systems

Brandon has over 20 years of experience leading design and construction teams for projects, both regionally and abroad. Brandon has worked on the programming and design for dozens of facilities and is known for his careful consideration of all aspects of the design process and meeting his clients' needs. Brandon's unique combination of hands-on field experience and engineering expertise allows him to bridge the gap between engineering and construction to ensure successful project completion.

Brandon will serve as Principal of Electrical Systems. He will develop conceptual designs and provide project management of systems, including power distribution, power generation, fire alarm, telecommunications, security, lighting, and lighting controls.

Relevant Experience

- Spokane Fire Department Training Center – Spokane, WA
- Spokane Combined Communications Center – Spokane, WA
- Spokane National Guard Readiness Center – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Jefferson County Sheriff's Department – Jefferson County, WA
- Butte Silverbow Law Enforcement Center – Butte, MT



Bachelor of Science - Electrical
Engineering, University of Idaho

Licensed PE, in the states of WA,
ID, OR, MT, TX

Experience
MW Engineers 22
Other 3

Roger Roen RA

Cost Estimating

Mr. Roger Roen is a licensed architect specializing in construction cost estimating, value engineering, and construction cost management who uniquely understands the impact of design and planning decisions on construction costs. This understanding is essential in analyzing value and cost effectiveness in overall facility design and leads to savings for the owner in budget, schedule and program. Roger has highly specialized experience working closely with architects controlling construction costs throughout the design process.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- North County Fire - Regional Training Facility, Fallbrook, CA
- West Valley Fire Station Expansion, Yakima, WA
- Pasco Fire Stations 81, 82 & Rehab Shelter, Pasco, WA
- Hanford Fire Department, Station 92, L-906, Richland, WA
- Lake Stevens Fire Admin Building, Lake Stevens, WA
- Naches Fire Station, Naches, WA
- Grant County Fire Station, Moses Lake, WA
- Snohomish County Fire District #5, Public Safety Building, Snohomish, WA



Master of Architecture University of Idaho

Bachelor of Architecture /Interior Design
University of Idaho



1. Do you meet our business size requirements? We strongly prefer not to award to any Consultant if our business would represent more than 30% of the Consultant's total revenue.

Yes

2. Has your company operated at least 1 year without interruption?

Yes

3. Has an owner of your company been convicted of a crime within the past 10 year?

No

4. Has any employee or official of the SFD had any financial or other interest in your firm?

No

5. Has your company been in bankruptcy, reorganization or receivership in the last five years?

No

6. Has your company been disqualified by any public agency from participation in public contracts?

No

7. Is your company licensed to do business in the State of Washington?

Yes (see business license to the right)

BUSINESS LICENSE

SEAL OF THE STATE OF WASHINGTON

Professional Service Corporation

INTEGRUS ARCHITECTURE, P.S.
10 S CEDAR ST
SPOKANE WA 99201-6823

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
ARCHITECT FIRM - ACTIVE

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12088948BUS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: Internship

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

REGISTERED TRADE NAMES:
INTEGRUS ARCHITECTURE, P.S.

Issue Date: May 20, 2022
Unified Business ID #: 600285728
Business ID #: 001
Location: 0001
Expires: Jun 30, 2023

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

Vicki Smith
Director, Department of Revenue

8. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

Integrus Architecture has been in business for 69 years, providing architecture, structural engineering, and interior design services.

9. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

See information to right. Firm introductions can be found on page 7.

10. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

Total employees: 83

Total years experience: roughly 1,000

Average years: est. 15

11. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

Corporation: Spokane, Seattle & Portland

Date of Incorporation: 1978

Website: www.integrusarch.com

12. Provide the key contact name, title, address, telephone and email list. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

Preston Potratz, Principal
10 South Cedar, Spokane, WA 99201
509.838.8681
ppotratz@integrusarch.com

see Tab 2 for resumes

13. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

None

The guiding statement of Integrus.

Through exploration and design, and in service to our clients, we create meaningful impact for the communities we serve that reflects our design principles and embodies our culture.

Design Principles

We want to make this world a better place to live, to work, to learn, to grow. To accomplish this, we work toward an architecture that is a direct expression of the people and institutions it serves, engages in a meaningful way with its surroundings, improves the human experience, embraces the craft of building, fosters innovative thinking, and leaves a gentle imprint on the face of the planet.

FIRM ORGANIZATIONAL CHART

INTEGRUS ARCHITECTURE PROFESSIONAL SERVICES CORPORATION

Partners

Preston Potratz VP	Sam Schafer
Mark Dailey Pres.	Steven Clark
Brian Carter CEO	Theresa Daniel
Rebecca Baibak VP	Patrick Donnelly
Becky Barnhart VP	Loretta Sachs
Amy Vanderhorst	Katie Vingelen
Johnny Hong	Kandis Larsen
Robert Graper	Matthew Bissen

FIRM'S AREAS OF FOCUS

Civic / Government	Federal / Embassy
Higher Education	K-12 Education

- 14. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.**

We do not anticipate being acquired in the foreseeable future. Integrus Architecture is finalizing the acquisition of an architectural firm located in Portland, Oregon. Currently in non-disclosure status.

- 15. Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.**

See Tab 4

- 16. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.**

None

17. What type of insurance coverage do you carry? Describe the amount of coverage.

Professional Liability
\$2M per claim | \$4M annual aggregate

- 18. Are you on either the Federal debar list or your home state debarred list?**

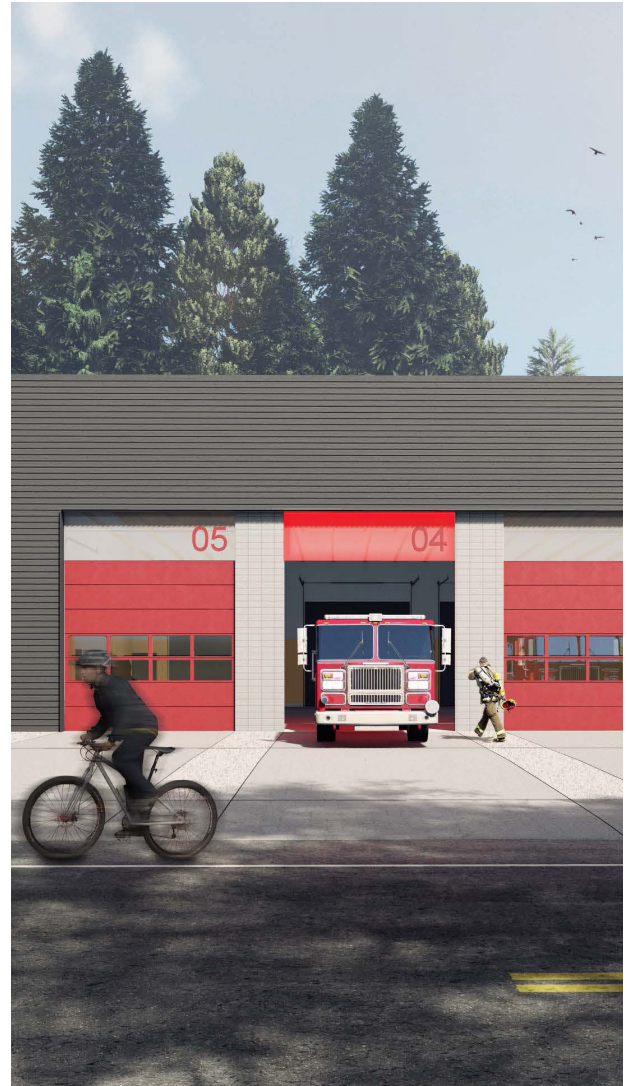
No

Client#: 325330		PROTEGAR		DATE (MM/DD/YYYY) 5/23/2022	
ACORD		CERTIFICATE OF LIABILITY INSURANCE			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsements.)</p>					
PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME PHONE 206 441-6300 FAX E-MAIL Seattle.PL.CerRequest@usi.com ADDRESS		TAX ID NO. 610-362-8530 INSURER(S) AFFORDING COVERAGE NAIC # 31194 INSURER A: Travelers Casualty & Surety Co. of Amer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
TYPE OF INSURANCE	POLICY NUMBER	EFFECT DATE (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
AUTOMOBILE LIABILITY ANY AUTO OWNED ONLY <input type="checkbox"/> SCHEDULED HIRED ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY <input type="checkbox"/> AUTO ONLY				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$	
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COED <input type="checkbox"/> RETENTION \$				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. S&ACIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE/CONTRACTOR/INDEPENDENT CONTRACTOR/EMPLOYEE (CHECKED) (Additional to NW) If yes, describe under DESCRIPTION OF OPERATIONS below					
A Professional Liability (Incl. Pollution)		107416631	05/30/2022	05/30/2023	\$2,000,000 per claim \$4,000,000 annl aggr.
DESCRIPTION OF OPERATION / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Professional Liability Insurance.					
CERTIFICATE HOLDER			CANCELLATION		
For Informational Purposes Only			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE <i>Gray L. Patterson</i>		

The Integrus Architecture - TCA Architecture+Planning team bring extensive planning and design experience for a wide range of local projects including critical facilities, courthouses, police, and, especially, fire stations.

For decades, TCA has been at the forefront of fire service and emergency facility technical design innovation. As a result, TCA is recognized in the national fire community as one of the leading fire facility design firms in the country. As a firm, they dedicated their careers to the evolution of this building type. Based on the experience and lessons learned they have gained through the planning, funding, and design of 400+ fire service facilities, they will bring their institutional knowledge and decades of lessons learned to your Master Plan project. There is a civic, community, operational, and programmatic design thread common to facilities of this nature. TCA is focused on the importance of planning resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, they believe the design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, TCA is committed to visioning future forward-thinking multi-generational facilities for the Capital Facilities planning effort.

From this expansive body of work, TCA understands that balancing cost, operations, community impacts, and security are only a handful of the issues that inform the decision-making process. Having a process for analyzing this information in an efficient, clear and meaningful way is vital. Using their systematic and planning methodologies, they understand many of the questions that will need to be explored as we appropriately size your Capital Facilities Plan. As leaders in fire facility planning and design, TCA has guided clients through hundreds of fire facility projects starting with needs assessments, facility evaluations, site analysis, operations-based programming, and stakeholder outreach efforts.



Kirkland Fire Stations Program

Kirkland, WA



Working with City Management, Fire Department, Public Safety Committee, and the City Council, TCA developed a master plan and Facilities Consolidation Study which proposes the addition of new fire stations and upgrades and/or expansion to all remaining stations. The study includes operations-based programming, GIS-based analysis of current and future service demands, review of neighboring mutual response, current and future demographics and economics, analysis of over 25 sites for selection, acquisition support of new targeted sites, and public outreach for select sites. As part of the study, all

facilities were analyzed based on existing and proposed deployment and staffing relative to operational needs, associated space needs, codes and standards and long-term development impacts. From this effort, conceptual site and floor plans were developed. TCA is currently providing design services on 2 of the 4 facilities funded by the Levy and is successfully collaborating with OAC. OAC is working with the city on the program management of Stations 21, 22, 26, and 27. We are tracking overall schedule, budget, and scope development with a focus on dashboard reporting to upper City management. OAC and TCA are collaborating on estimate reviews and bid documents for Stations 22 and 27.

Fire Station Bond Program

Bothell, WA



The City of Bothell's multi-year program will rebuild, with new construction, Fire Stations 42 & 45 on their existing sites for the Fire Department to better serve nearly 10,000 additional residents. Achieving this will require interim facilities at Fire District 10 's Station 44 and on Station 42's site. Additionally, because Bothell straddles two counties, coordination with multiple utilities and water districts is required. OAC's owner's representative services include delivery method selection, design-builder procurement, budget and schedule validation,

phasing and cash flow scenarios, and design, project, program, and construction management. OAC also presents on behalf of the program to the Bothell City Council for key milestones and approvals. TCA is currently providing fire facility design consulting services as a third-party reviewer for some of the first progressive design build fire stations in the state. TCA's role includes overall design and cost reviews by phase to better inform and validate project team decisions for 2 new fire stations and administration facilities. The project will be phased and utilize temporary facilities to ensure the Fire Department remains operational during construction. Key issues that TCA is helping the City of Bothell explore include: "Healthy in/Healthy Out" implementation and change management education, "hot zone" design and strategies for eliminating cross-contamination and maximizing manipulative training opportunities. Miller Hull is Architect of Record.

Central Pierce Fire & Rescue Fire Stations 60 & 72

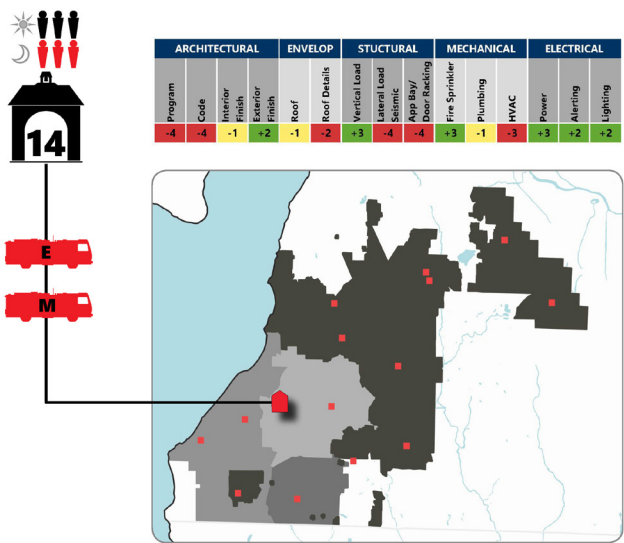
Tacoma, Parkland, Spanaway, South Hill, & Puyallup, WA



Central Pierce Fire & Rescue covers over 84 square miles and provides service to over 198,000 citizens including the communities of Puyallup, Parkland, Spanaway, Midland, Summit, and Fredrickson. Central Pierce Fire & Rescue engaged OAC to help manage the design and construction of 3 bond-funded fire stations in this design-bid-build project. Each of the 3 stations was at different stages of development during a time of administrative turnover. OAC developed an overall master schedule and teamed with the client to develop financial tools for planning, forecasting, and tracking cash flows. We led construction administration, QA/QC, and project reporting efforts. Following the early pre-bond work, TCA was selected to provide the programming, site selection, cost management, design, and construction administration services for 5 fire stations, a training tower, and various miscellaneous projects funded by the bond. Taking a tiered project approach, TCA developed an overall “kit of parts” program/design manual to ensure operational consistency, streamlined long-term maintenance and design and construction efficiencies.

South County Fire, Master Plans & Capital Facilities Plan

South Snohomish County, Edmonds, Mountlake Terrace, Lynnwood, & Brier, WA



In 2000, TCA provided a needs assessment, facility evaluations, and master plan for Snohomish County Fire District 1. The master plan study provided an operational and fiscal analysis of the District based on current and projected growth, planned mergers, annexations, staffing levels and call distribution. Following the outcome of the plan, facilities were programmed, potential sites were identified and evaluated, and TCA worked with the District, Contract Cities and neighborhoods to design and manage the construction of 8 stations. TCA has continued their relationship with the recently established RFA and all contract cities in the development of a regional capital facilities plan. The plan was adopted in January 2022 and lays out a 20-year roadmap for renovated, replaced, and infill facilities at a cost of \$275M.

City of Kennewick, Capital Facilities Evaluation & Needs Assessment

Kennewick & Richland, WA



TCA led the review of all 17 municipal buildings (over 280,000 SF of space) for the City including public works facilities, parks maintenance facility, public safety building, recreational facilities, fire stations, city hall, and ancillary city-owned structures. As part of this effort, TCA worked with 14 client sectors/stakeholder groups within the City of Kennewick and the City of Richland leading and participating in iterative stakeholder workshops, GIS reviews, annual operations and maintenance budget reviews, building systems and conditions analysis, IT analysis. Interviews and small group meetings were also utilized to identify existing and future facility needs for the next 30 years. The process resulted in \$152 million of identified capital needs within a planning horizon of 20 years scheduled over 5-year increments with discussions of funding mechanisms as the plan moves forward. Since the 2013 Study, the City has undergone extensive leadership and staffing changes, and has seen explosive population growth. The Covid-19 outbreak also dramatically changed how the City was able to continue to do business. TCA is currently updating Capital Facilities study to address these challenges; the new report will be completed in February 2022.

Long-Range Fire Facilities Plan

Seattle, WA



TCA worked with multiple departments within the City of Seattle for over 4 years to develop a \$167-million fire facilities and emergency response levy supported by our Long-range Facilities Plan and Operational Program Manual. The levy funded the renovation and replacement of 34 neighborhood fire stations, new fire boats, a new fire training facility, and a new command facility which included

a new Fire Station 10 Headquarters, Emergency Operations Center, and a Fire Alarm Center. The team visited each of the stations to review and evaluate current conditions, and the City's compliance with current standards and regulations. The consultant team assessed how the City will handle population growth and increases in fire and aid calls for the next 20 years. Station location and response information was gathered with help from the Seattle Fire Department and the City of Seattle Strategic Planning Office. This information was used to evaluate the individual stations' ability to adequately respond to fire and emergency medical service (EMS) calls during the life of the study. The data was also used to estimate future call load and thereby estimate Department workload to ensure that facilities are designed to accommodate potential growth in SFD workload for 20 years.

Spokane County Detention Services Master Plan, Program

Spokane, WA



As part of the ongoing development of the Spokane International Airport (SIA), a new Aircraft Rescue and Firefighting (ARFF) Facility was designed and constructed. The location and siting of this project took into consideration the long range planning recently completed by SIA, including consideration of a future second runway. Design considerations include the operational impacts on the facility for the airport operating as an Index B vs. Index C as defined by FAA Title 14 CFR Part 139.315.

The approximately 15,000 square foot building includes 4 apparatus bays (with plans for future expansion to add 5th bay), offices and dormitories, kitchen and day room space for fire crew, exercise room and emergency operations center (EOC) for general airport staff. Primary funding for this project is through the Federal Aviation Administration – Airport Improvement Program (AIP). Design and construction followed strict FAA requirements.

Integrus Architecture and TCA Architecture + Planning partnered for this project.

Nome Public Safety Building

Nome, AK



The Nome Public Safety Facility combined the Nome Volunteer Fire Department, Nome Police Department, and the Nome Volunteer Ambulance Service. By combining the functions, the City was able to fund a state of the art public safety facility and add several essential functions to the project. These included a fully updated 911 dispatch function, and a public training suite that doubles as an Emergency Operations Center when needed. This new building consolidates related functions currently spread across the city in a secure structure that will improve the delivery of public safety services to Nome's citizens.

Integrus Architecture and TCA Architecture + Planning consulting services to the Bettisworth North team for this project.

Spokane County Detention Services Master Planning, Programming & Site Analysis

Spokane, WA



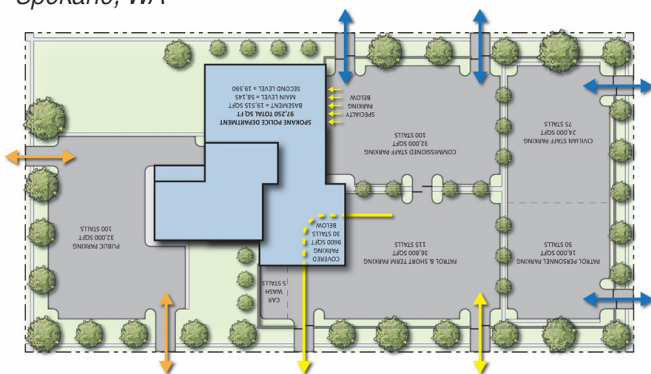
Spokane County retained Integrus Architecture and their planning team to assist the county in Master Planning the long-term needs of the County Jail. The Detentions Services Project was multifaceted in scope which evaluated and tested the efficiencies of the existing correctional structures, as well as the Criminal Justice System as a whole. Extensive community involvement was achieved through public meetings, announcements, and new articles.

The scope of services included:

- **Needs Assessment.** Detailed examination of the County's Justice System to forecast future needs and examine the availability of alternatives to incarceration.
- **Architectural Program.** Developed program space adjacencies and relationships; applied square footage requirements to develop a complete picture of the capital construction component of the Master Plan.
- **Operational Program.** Examination of current jail operations and the development of the operational future for the project. In conjunction with the Needs Assessment, programs, the number and type of jail beds, forecasts and estimates of future staffing and operating costs were developed.
- **Public Facility (EPF) Site Selection.** The team conducted a site selection process in accordance with the Spokane County Regional Siting Process for Essential Public Facilities. The process included a SEPA review of candidate sites.
- **Master Plan.** The Master Plan is the overview, culmination and coordination of all the above activities. Integrus Architecture has developed a conceptual design for the detention facility on the preferred site.

Spokane Police Department Facility Space Planning & Predesign Services

Spokane, WA



Integrus Architecture was hired by the City of Spokane to complete an existing facilities analysis, spatial needs assessment, and predesign/programming work for the Spokane Police Department with the intent of providing direction and guidance to City leadership regarding future police department needs and likely form, configuration, and cost associated with the development of future police facilities.

The scope of services included:

- Documentation of the Spokane Police Department's current and future policing philosophy and City-wide policing strategies.
- Completion of an existing conditions survey and analysis of existing facilities, office space, and precincts.
- Application of current best practices in policing facilities and space programming.
- Completion of planning and predesign process included:
 - Space needs analysis for a central operations location and a typical precinct based on 10 year staffing, equipment, and vehicle projections.
 - Concept development of three options / scenarios for both a centralized command facility and likely / recommended precinct form.
- Preferred site characteristics and general location within the City.
- Development of predesign level construction budget for each scenario.

References

Include names of three current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

Our greatest achievement as architects is the recognition, appreciation, and repeat work we are awarded by our clients. Integrus has dedicated our talents, time, and attention to developing long-term relationships with public agencies throughout the region. We have maintained these valued relationships by not only providing consistent, exceptional design services, but also by including our clients in the design process, by exercising our listening skills, and by understanding our client's needs, goals, and guidelines for every project. We value what our clients have to say about our work and are pleased to provide you with the following references and accompany reference documents:

Anneke Davis, PE City of Kirkland 425.587.3828 Project: Kirkland Fire Station 24	Neil Hines Deputy Fire Chief City of Kennewick Fire Department 509.528.8375 Project: Kennewick Fire Station 5	Michael Sparber Senior Director of Law & Justice Spokane County 509.477.2101 Project: Spokane County Detention Services Master Planning, Programming & Site Selection
---	---	--

Additional references relevant to the Capital Facilities Planning Project for Spokane Fire Department project:

Bob Eastman, Deputy Chief South County Fire 425.754.7238 Project: South County Capital Facilities Plan	Emily-Cross Economic Development Director 509-820-8211 Project: City of Kennewick Capital Facilities Plan
---	--

EXHIBIT A

PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – Fire Station 38**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KIRKLAND FIRE STATION 24**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
NO
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
ARCHITECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**

• How would you rate work performed by this firm on your project?	10
• Was the project completed on time?	10
• Was the project completed within budget?	10
• What was the quality of the work performed?	10
• Was staff proactive in solving problems that may have occurred on your project?	10
• What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover)	10
• Would you be willing to contract with this firm again? (10=Yes, 1=No)	10

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KIRKLAND, WA**

Name and Phone Number of Person Submitting Evaluation: **Anneke Davis, P.E., 425-587-3828**

EXHIBIT A

PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – EPFD Special Operations Division Station**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KENNEWICK FIRE STATION 5**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
YES
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
ARCHTTECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**
 - How would you rate work performed by this firm on your project? 9
 - Was the project completed on time? 10
 - Was the project completed within budget? 9
 - What was the quality of the work performed? 9
 - Was staff proactive in solving problems that may have occurred on your project? 9
 - What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover) 10
 - Would you be willing to contract with this firm again? (10=Yes, 1=No) 10

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KENNEWICK, FIRE DEPARTMENT, WA**

Name and Phone Number of Person Submitting Evaluation: **Neil Hines, Deputy Fire Chief 509 528-8375**

Please email directly to Rebecca Rodriguez at aeselection@elpasotexas.gov by the time and date shown above.

Lt. Michael Sparber
Spokane County
W. 1100 Mallon
Spokane, WA 99260

Integrus Architecture, P.S.
10 South Cedar Street
Spokane, WA 99201

This correspondence serves as a letter of reference for Integrus Architecture for their work on the Spokane County Jail Master Planning, Programming and Site Selection project.

I am particularly pleased to write about Integrus' responsiveness to our requests and ability to adapt to the ever changing scope of the project. The individual attention to details and sensitivity to delicate political matters is a true testimony to your integrity and appreciation for the client.

Additionally; your ability to deliver documents, diagrams, or media material within tight deadlines speaks volumes about your ability to meet project schedules. The materials are easily discernable, while technically sound.

Integrus Architecture is an excellent example of having the right talent in the right areas by providing expertise in virtually all areas of the project.

Sincerely,



Michael Sparber
Custody Operations Lieutenant & Project Manager

Notes
Any spending beyond approval is with approval by client
Allocations by task and team member are flexible and may be managed appropriately by INTEGRIS. Significant task variations are subject to client approval



City of Spokane Fire Department

CONSULTANT CONTRACT

Title: **CAPITAL FACILITIES PLAN
CONSULTANT – FIRE DEPARTMENT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE**, whose address is 10 South Main Street, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to conduct the **Capital Facilities Plan Consultant – Fire Department- Fire Siting Study**, and*

WHEREAS, the Consultant was selected from RFP 5624-22.

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 November 1, 2022, and ends on October 31, 2023, 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 in the City’s Request for Proposal, and in Consultant’s Response dated June 6, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$436,938.00)**, excluding tax, if applicable, 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.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall 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 to the extent caused by 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.

11. 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 Title 48;

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 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; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the 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 –forty-five (45)

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.

12. 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.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. 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. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. 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.

16. 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 require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes

in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

INTEGRUS ARCHITECTURE

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Response to RFP

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor 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

Committee Agenda Sheet

Finance and Administration Committee Meeting

Submitting Department	City Attorney - 0500
Contact Name & Phone	Lynden Smithson, 625-6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Settlement Resolution
Summary (Background)	<p>Approving settlement with Plaintiffs Debra Novak and Crystal Jenkins for \$4,000,000.00. Ms. Novak and her daughter are the last of three plaintiffs in a lawsuit against the City arising from a January 7, 2019 officer-involved shooting. The matter has been previously briefed with Council. The City of Spokane is responsible for \$1,500,000 of the settlement. The remainder of the settlement is paid by the excess carrier for the City of Spokane.</p>
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

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

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

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

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