SPECIAL MEETING NOTICE/AGENDA OF THE

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

MEETING OF MONDAY, AUGUST 12, 2024
10:00 A.M. – CITY COUNCIL CHAMBERS

A special meeting of the Public Safety & Community Health Committee will be held at **10:00 A.M. on Monday, August 12, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

See Agenda Attached

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 City Council Chambers 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@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.

Betsy Wilkerson
Council President

Terri Pfister
Terri Pfister (Jul 22, 2024 10:59 PDT)

Terri L. Pfister
Spokane City Clerk

THE CITY OF SPOKANE
CITY COUNCIL
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

AGENDA FOR 10:00 A.M. MONDAY, AUGUST 12, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 AM August 12, 2024,** in 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 #2495 781 4519; 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 12, 2024

III. Monthly Report/Update

1. 0680 - PHOTO RED MONTHLY UPDATE - ERIC OLSEN (0 minutes)
2. 0680 - UNIFORM OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
3. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
4. 0680 - ASSET FORFEITURE REPORT - MIKE MCNAB (0 minutes)
5. SPOKANE FIRE DEPARTMENT MONTHLY REPORT - CHIEF JULIE O'BERG (0 minutes)

IV. Discussion Items

1. COMMUNITY COURT CAPACITY - HOWARD DELANEY (10 minutes)
2. 0320- ORDINANCE EXPANDING SIT AND LIE PROHIBITION CITY WIDE - CANDI DAVIS (10 minutes)
3. 0030 - ORDINANCE AMENDING OMBUDSMAN NAME - BART LOGUE (5 minutes)
4. TRAFFIC UNIT UPDATE - MAGGIE YATES (5 minutes)
5. 0520 -SBO- WUI EVACUATION MODELING - SARAH NUSS (5 minutes)
6. 0620-HR-CONTRACT ADMENDMENT WITH ARCHBRIGHT - MICHAEL ORMSBY (5 minutes)
7. 0560-SBO-TRANSFER & CREATION OF THERAPEUTIC COURT POSITIONS - SARAH THOMPSON (5 minutes)
8. SPECIAL BUDGET ORDINANCE-THERAPEUTIC COURTS AOC AWARDS FOR FY 2025 - SARAH THOMPSON (5 minutes)
9. COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – SPOKANE POLICE CHIEF - MAGGIE YATES (5 minutes)
10. 0320 - RESOLUTION SUPPORTING SPORTS OFFICIALS - CANDI DAVIS (10 minutes)
11. 1970- DEPT. OF ECOLOGY HAZMAT GRANT - TOM WILLIAMS (5 minutes)
12. 1970- SBO FOR DOE HAZMAT GRANT - TOM WILLIAMS (5 minutes)

13. REPORT FROM SCRAPS - JESSE FERRARI (20 minutes)

V. Consent Items

1. 5300 ECEPTIONIST, INC IMPLEMENTATION, LICENSING & SUPPORT (INFORMATION TECHNOLOGY)

2. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)

3. 1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/ GORDON TRUCK (FIRE)

4. GORDON TRUCK CENTERS SOLE SOURCE RESOLUTION (FIRE)

5. 5300 INTERLOCAL AGREEMENT FOR ECEPTIONIST SOFTWARE—COST SHARING & USAGE (INFORMATION TECHNOLOGY)

6. 1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/ KENWORTH (FIRE)

7. 5100 - PURCHASE OF 1 K8 HYBRID PATROL VEHICLE FOR SPD (FLEET SERVICES)

8. SPD PURCHASE OF USED SIU VEHICLES (FLEET SERVICES)

9. 0680 - WTSC DUI ENFORCEMENT GRANT ACCEPTANCE (POLICE)

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee
The next meeting will be held at **10:00 AM**. **September 9, 2024**.

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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	7/24/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	ERIC OLSEN 4505
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red Monthly Update

Summary (Background)

Photo Red Monthly Update for June 2024.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

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	☐ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed

Background/History: Report for Public Safety meeting Aug 5th, 2024.

Statistic for Photo Red for the time frame of June 1st, 2024, thru June 30th, 2024.

There were 2038violations on the photo red system from **June 1st, 2024** thru **June 30th, 2024**. During the same time frame in 2023 there were 2432 violations, which is a decrease of 394 violations. The camera at Thor and 2nd did not write any infractions, due to construction.

Statistic for Photo Speed for the time frame of June 1st, 2024, thru June 30th, 2024.

There were 859 violations on the photo speed system from **June 1st, 2024** thru **June 30th, 2024**. During the same time frame in 2023 there were 1872 violations, which is a decrease of 1013 infractions. SK17, NW Blvd at Finch Elementary and SK20 SB Monroe St @ Willard Elementary wrote no infractions. They were down for a new camera and construction.

Executive Summary: Photo RED

June 1st, 2024, thru June 30th, 2024

- NB Freya and Third was the highest with 295 violations.
- Thor and Second was the second highest with 291 violations.
- Browne and Sprague was the third highest with 287 violations.
- Division and Francis was the fourth highest with 210 violations.

Executive Summary: Photo SPEED

June1st, 2024, thru June 30th, 2024

- SB N Nevada St @ Longfellow Elementary was the highest with 265 violations.
- NB N 4099 S Regal St @ Ferris High and Adams Elementary was the second highest with 194 violations.
- SB Ash @ Ridgeview Elementary was the third highest with 150 violations.
- SB 3401 S Ray St @ Ferris High and Admas Elementary was the fourth highest with 111 violations.

*Current revenue of the system.

Type of Revenue	2024 Initial/Adopted Budget	Budget/12 months or budget per month	6 months of per month budget	Actual through June 2024	variance to actual surplus/(shortfall)
Photo Red Fines	1,820,000	151,667	910,002	906,162	(3,840)
School Zone Fines	5,030,000	419,167	2,515,002	1,938,069	(576,933)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

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

Funding Source ☐ One-time ☐ 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?

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?

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	KEVIN SCHMITT 6387
Contact E-Mail	KSCHMITT@SPOKANECITY.ORG
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	0680 - UNIFORM OVERTIME REPORT

Agenda Wording

Uniform Overtime Report for August 2024

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended July 20th, 2024. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

Uniform OT thru period ended July 20th

Fund	2024 Current Budget	Budget YTD	Actuals YTD	$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,663,728	4,404,442	3,966,418	438,024
Public Safety & Judicial Grants	412,985	237,348	55,808	181,540
Public Safety Personnel Fund	14,000	8,046	57,412	(49,366)
Police TOTAL	8,090,713	4,649,835	4,079,637	570,198
Fire/EMS	4,100,000	2,356,322	3,104,621	(748,300)
Public Safety Personnel Fund	123,600	71,034	106,018	(34,984)
Fire TOTAL	4,223,600	2,427,356	3,210,640	(783,283)

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Police/Fire
Contact Name	Kevin Schmitt
Contact Email & Phone	kschmitt@spokanecity.org 625-6387
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested:
Agenda Item Name	Monthly Police & Fire Overtime Report
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☒ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended July 20th, 2024. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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?

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	7/30/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.O
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	0680 - STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Strategic Initiatives monthly update

Summary (Background)

Strategic Initiatives monthly update for August 2024

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

SPOKANE POLICE DEPARTMENT

INTERIM CHIEF OF POLICE

JUSTIN C. LUNDGREN

Strategic Initiatives

August 2024 Report

Public Safety and Community Health Committee Briefing
August 2024

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

Excerpts of Commendations
(Personal Identifying Information has been removed)

I would like to express my sincere thanks to you, your department, and your officers. I had the great opportunity to go on a ride-along with **Officer Ryan Fick** from the South Precinct. I found him to be courteous, professional, and eager to serve his community. I also found Captain Cowles and Sergeant Wilkinson to be very welcoming. I would like to commend Officer Fick's calm demeanor which I think is an incredible asset in policing. One of his peers even said I was riding with one of the most even-tempered officers in the department. We responded to various types of calls including serving papers with Frontier Behavioral Health, looking for a missing child, assisting with evicting trespassers on private land, and investigating a collision that involved a domestic violence relationship between the parties. Officer Fick remained even-tempered but was able to switch gears and control the situation when necessary. I could also tell that Officer Fick shows great care towards his cases. During my ride- along, Officer Fick received an update from a detective on the resolution of one of his cases which was important to him. Additionally, he was considerate of an individual in the back of his police vehicle that we were taking to jail. It was a warm day and the line for jail was long. He was sure to check in on the individual, open the window, give them water, and flip their handcuffs to lessen discomfort. These small acts of kindness in difficult situations recognizes the humanity in others and positively impacts relationships with the community.

Dear Spokane Police Department, I would like to thank you for coming to the Career Fair. In my opinion, you were the best. Also, I have taken interest in becoming an officer. Thank you again for your time.

Spokane Police (and all other involved departments!) Thank you thank you from the bottom of my heart for keeping my kid and the rest of her bandmates safe last night at the parade. Our band was the one stopped right at the shooting location. The first thing my kid texted me was "There is an emergency but the cops say we are safe!" My husband and I and our friends who also had kids marching with that band were of course very worried, but when we found them we could see that you kept them calm and safe and away from the mess. The kids then got to lead the redirected parade with a very cool police escort. We all hope that the people injured in the event will be ok, and again just want to express so much gratitude to you for your swift, kind, and professional response that kept more people from being hurt. My senior girl will never forget her very last Lilac Parade marching band performance! You are heroes!!!

I just wanted to say how impressed I was with the professionalism and kindness of the dispatchers I spoke with today and the two officers who arrived on the scene to take an incident report for a hit and run that occurred in our business parking lot last night. In the big scheme of things, a hit and run is not the end of the world but I am so appreciative of the information I received about the process and the courtesy and professionalism of all involved has been stellar. **[Officers Dan Morley and Tuan Nguyen.]**

As Co-Presidents of Spokane Lilac Festival, we are extremely grateful and proud of the actions of SPD Saturday night during the parade. By all accounts they did a phenomenal job.

Internal Affairs Unit Update

January 1 through June 30, 2024, Commendations and Complaints

Commendations Received: **Total: 98**

Complaints Received: **Total: 51 (40 from community)**

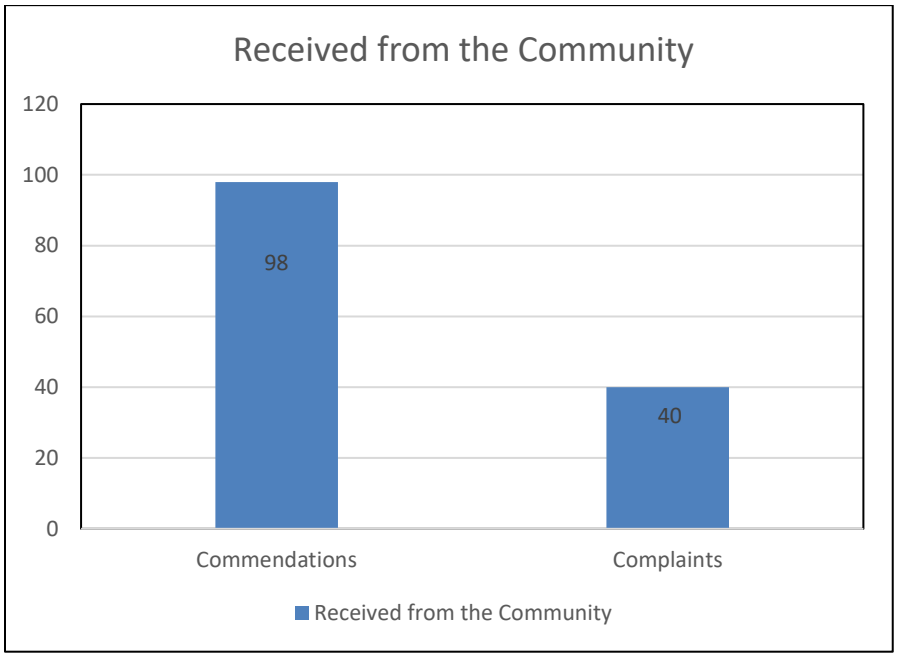
Closed Complaints: **17** (As of June 30, 2024)

Source of Complaints—January 1 through June 30, 2024

Received by the Office of Police Ombudsman	**Total: 27**
Received by the Spokane Police Department	**Total: 24**
Internally Generated by the SPD	**Total: 11**
Generated by the Community	**Total: 40**

SPD maintains a process that allows us to assess the actions of our employees with the ultimate objective of improving service and holding our employees accountable. Complaints sometimes reveal the need to modify a policy or procedure or reveal a need for training. In 2023, complaints to SPD decreased 12% compared to 2022. Additionally, SPD continues to receive 3 times the commendations as complaints. In 2023, SPD saw a 12% increase in commendations compared to 2022.

It's important to note that calls for service and arrests have increased, and yet commendations are up. The call for service volume through Quarter 1 of 2024 is remaining very high at about 57,000. Arrests are up about 10% from the Q1 year prior. The chart below shows commendations versus complaints from the community through June 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

From January 1 – June 30, 2024, there were five deadly force incidents.

- **Incident 2024-20019659 (Pending Criminal Investigation):** Incident 2024-20019659 took place on January 31, 2024, in the area of Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20027093 (Pending Criminal Investigation):** Incident 2024-20027093 took place on February 12, 2024, in the 1100 block of East Wellesley. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20027307 (Pending Criminal Investigation):** Incident 2024-20027307 took place on February 12, 2024, in the area of Howard and Riverside. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20060204 (Pending Criminal Investigation):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20073072 (Pending Criminal Investigation):** Incident 2024-20073072 took place on April 18, 2024, in the 2000 block of W Longfellow. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2023

From January 1 – December 31, 2023, there were two deadly force incidents.

- **Incident 2023-20088146 (Pending Criminal Investigation):** Incident 2023-20088146 took place on May 10, 2023, in the area of 5th and Browne. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2023-20238146 (Pending Criminal Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2022

From January 1- December 31, 2022, there were five deadly force incidents.

- **Incident 2022-20012711 (Closed)**
- **Incident 2022-20134271 (Pending Administrative Investigation):** 2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. SIIR completed the criminal investigation. The Prosecutor's Office rules the use of deadly force justified.
- **Incident 2022-20156670 (Pending Administrative Investigation):** 2022-20156670 took place on September 4, 2022, in the area of 2900 E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office rules the use of deadly force justified.
- **Incident 2022-20184192 (Pending Criminal Investigation):** 2022-20184192 took place on October 16, 2022, in the area of 100 S Cedar. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2022-20214924 (Pending Administrative Investigation):** 2022-20214924 took place on December 4, 2022, in the area of Morton and Illinois. SIIR completed the criminal investigation. The case is with the Prosecutor's Office. SPD is conducting an administrative investigation.

Sector Updates

Adam Sector (Northwest)

Recent News: Assault call in West Spokane results in multiple felony warrant arrests.
On June 18th, 2024, just before 9:30am, Spokane Police responded to the area of 1500 North Maple Street after 911 received a call of an assault. A community member reported a female armed with a weapon, possibly assaulting a male. Officers were on scene within 6 minutes where they detained multiple subjects attempting to run from the area. Two were found to have outstanding felony warrants and were taken into custody.

Judy C. Kirchoff (33) was wanted by the Department Of Corrections (DOC) for violations stemming from a 1st Degree Kidnapping charge. Kirchoff has prior felony convictions for 2nd Degree Taking Motor Vehicle Without Permission and Possession of a Controlled Substance. Darryl J. Weathermon (38) was also wanted by DOC for violating conditions from an arrest for Residential Burglary. Weathermon has prior felony convictions for Theft of a Motor Vehicle and 1st Degree Unlawful Possession of a Firearm. Kirchoff and Weathermon are currently being held in the Spokane County Jail. Officers determined that no assault had taken place prior to their arrival.

Police responded to a call of a carjacking where a female victim reported a man got into her car, after she stepped out, and took off dragging her behind.
On June 23, 2024, about 3pm, police responded to a call of a carjacking at a park in the 2900 block of N West Oval St. where a female victim reported a man got into her car, after she stepped out, and took off dragging her as she was holding onto the vehicle. The victim relayed she did not know the man and that her dog was still in the vehicle. Patrol officers responded immediately and located the vehicle driving in the area of E. Empire Ave. and N. Regal St. The suspect drove away from police, who approached the vehicle with their emergency equipment activated, at a high rate of speed through city streets. At one point during the pursuit the suspect rammed a patrol vehicle and continued fleeing. The suspect also hit several traffic cones as he drove through a construction area and also hit two parked vehicles. Officers were eventually able to stop the fleeing vehicle by conducting a PIT maneuver, but the suspect ran from the vehicle and directly at officers. Officers attempted to apprehend the suspect to prevent him from continuing to put police and the public at risk. Officers successfully took the suspect into custody even as he fought and assaulted police.

Police arrested Austin L. Hayes (24) and booked him into the Spokane County Jail. Probable cause was developed to charge Hayes with Robbery 1st Degree Carjacking, Assault 2nd Degree – Intention to Commit Felony, Attempting to Elude Police Vehicle, Assault 3rd Degree, Resisting Arrest, Obstructing a Law Enforcement Officer, Operating a Vehicle with License Suspended, and 2 counts of Hit and Run Unattended Vehicle. Hayes appeared in a Spokane Superior Courtroom this afternoon where a judge set his bond at $100,000. Hayes has an extensive criminal history which the judge noted in referencing his 17 prior convictions and ongoing threat to the community. His most recent felony convictions are for 2nd Degree Possession of Stolen Property, and Eluding.

Coffee with a Cop
The Adam Sector held a Coffee with a Cop event on July 20, 2024. Below, Adam Sector Captain Tom Hendren engaging with Spokane residents.

Baker Sector (Northeast)

Coffee with a Cop

SPD employees and volunteers enjoyed meeting Northeast residents at the Coffee with a Cop on June 28, 2024. Below, youth receive stickers from Baker Captain Shawn Kendall and Lieutenant Steve Braun.

Enforcement in City Parks
Our parks have rules and hours that need to be enforced so that everyone in our city can safely utilize them. SPD's goals are to reduce violent crime and criminal activity, such as camping, drug usage and hazardous waste left in parks. Baker Sector officers are using high visibility patrols during all hours and are issuing citations where needed. Officers have been assigned to specific parks.

Chronic Nuisance Properties
Baker leaders are working on seven chronic nuisance properties.

Recent News: Suspect in custody after assaulting family member with a firearm, brief pursuit safely ends with PIT maneuver.
On June 4th, 2024, just before 8 pm, 911 received a call from an address in the 6100 block of North Smith Street advising someone was going to be shot. Screaming could be heard by the call takers. 911 was advised that a male was armed with a gun and had struck someone in the head with the weapon inside the residence. There was also information that the suspect was pointing the gun at himself at one point.

As officers were responding, 911 was advised the suspect had left the residence in a blue sedan and was still armed. Officers quickly located the suspect vehicle in the area of Crestline and Rowan. The suspect refused to stop for officers and a brief pursuit took place. Based on the information that the suspect had already assaulted someone with a firearm, was still armed and failing to stop when commanded, officers initiated a PIT maneuver to quickly end the pursuit. The suspect vehicle was stopped, but the suspect continued to be uncooperative and would not exit the vehicle.

Due to the dangers associated with this incident and the fact the suspect was refusing to exit the vehicle when commanded, SWAT officers were requested to assist. Officers communicated with the suspect in an effort to have him exit the vehicle and surrender. The male finally exited the car and was taken into custody without incident. Officers recovered a handgun during the arrest. The investigation revealed two victims were assaulted at the residence before the suspect fled.

Anthony C. Deligt (41) was arrested and booked into the Spokane County Jail on the following charges: 2nd Degree Assault- Domestic Violence; Attempting to Elude a Police Vehicle; 2nd Degree Unlawful Possession of a Firearm; and 4th Degree Assault- Domestic Violence. Deligt has extensive criminal history with prior felony convictions for Possession of a Controlled Substance with intent to distribute and 2nd Degree Possession of Stolen Property. The quick actions of officers when locating the suspect vehicle, brought an end to a dangerous, rapidly evolving incident.

SPD arrests man for drive-by shooting and assault after firing at a home in a domestic violence incident.
On Saturday June 29, 2024, just before midnight, Spokane Police responded to a call of a shooting in the 3000 block of E. Jackson St. Upon arrival, officers learned that an argument had taken place between family members of a boyfriend and girlfriend after the boyfriend assaulted her. The victim's father arrived at the house where his daughter was and confronted the boyfriend, who was in his vehicle outside, telling him to leave. The boyfriend got out of the vehicle and argued with the father, holding a gun and pointing it at the father. The boyfriend's mother and a brother arrived and all were arguing and exchanging words when the boyfriend fired at the father before fleeing in his vehicle. The father was not hit but two young children were in the house - which was in the direction the shots were fired. Officers recovered shell casings and live rounds at the scene.

Police developed probable cause to arrest Harlen N. Cariss (23) for Drive-by Shooting, 1st Degree Assault, 4th Degree Assault, Interfering with Reporting of Domestic Violence, and Reckless Endangerment. Officers continued their investigation on Sunday June 30, 2024, and at 2:30pm were able to locate Cariss as he drove from a residence. SWAT members contacted the vehicle and took Cariss into custody. He was booked into the Spokane County Jail and appeared in court this afternoon where a judge set his bail at $250,000.

Charlie Sector (South)

Coffee with a Cop on the South Hill

Recent News: SPD arrests man who assaulted a woman who got out of her car to help him.
On June 8, 2024, at around 7:00 in the morning, SPD responded to a trouble unknown/possible assault report at Napa St. and Trent Ave. Upon arrival officers learned a woman was driving northbound on Napa St. at Trent Ave. where she stopped for a red light. She relayed that she saw a man stumble across the roadway and fall in the middle of traffic. The woman called 911 seeking assistance for the man. The man managed to stand up and approached the woman's vehicle and she asked him if he was alright. He stated he needed some water. The woman exited her car as another vehicle arrived with a male driver who handed the woman a bottle of water to give to the man.

Responding officers learned that the woman gave the man the water and he ran from the road and straight into a concrete wall and fell to the ground. The woman walked over to the man and offered to help him when he pulled her to the ground and began strangling her causing her to fear for her life. The other driver ran over and pulled the suspect off the woman who ran to her car with the suspect right behind her. He continued to try and pull her from her car while the male driver tried to pull him away from the woman in her vehicle, eventually succeeding. The woman was able to drive off and stop away from the scene where the male driver who helped her joined her. Officers noted injuries on the woman's neck consistent with strangulation. The suspect was still at the scene when patrol officers arrived at that

location. They were able to confirm the identity of the suspect and establish probable cause to arrest him for 2nd Degree Assault. Robert M. Fisher (28) was taken to a local hospital and later booked into the Spokane County Jail where he remains at the time of this writing.

Attempted kidnapping on the South Hill – linked with a crime spree.

On June 5, 2024, just after 6pm, Spokane Police responded to a reported carjacking at a restaurant downtown in the 700 block of W. 3rd Ave. A woman reported she was in the drive-thru of the restaurant when a man threw a rock into her car, striking her, and demanded she get out of the vehicle. Officers learned the woman complied out of fear for her safety. During the investigation officers were able to determine a suspect description, which was put out to other officers. The carjacked vehicle was spotted by police a short time later on the South Hill near Southeast Blvd and 17th Ave. Patrol officers began to follow the suspect who was driving recklessly at a high rate of speed, several times almost colliding with other vehicles including several marked police cars - one which narrowly missed being hit head-on by the suspect. Officers terminated the pursuit due to the risk the suspect driver posed to others.

A very short time later a citizen called in a suspicious vehicle located in the 3000 block of E. 28th Ave. The car was confirmed to be the stolen vehicle, but it was unoccupied. A K9 track was initiated in the area. While the K9 search was on, an attempted kidnapping call was reported in the 3100 block of Mt. Vernon. Callers reported a male, who matched the description of the carjacking suspect, had just tried to kidnap a child who was playing outside with a friend at the location. Fortunately, an alert citizen noticed the suspect grab the young girl from behind and try to drag her away and heard the girl yelling. The man intervened, rescued the victim, and chased the suspect off. The girl relayed she thought she would never see her family again.

As police were talking with the girl and the citizen who helped her, a call came in that a woman had just scared a burglar out of her home in the 2600 block of E. 33rd. The suspect, who matched the carjacking and kidnapping suspect description, fled from the home with a pillowcase of items taken in the burglary. A K9 track was again set up, patrol officers surrounded the area, drones were utilized and instrumental in quickly locating the suspect in the area of 37th and Mt. Vernon. Daniel J. Pajas (38) was taken into custody. But not before striking an officer in the head with a rake with which he had armed himself. Also not before lighting fire to a shed next to a home in the 3500 block of S. Smith. The fire caught the side of the occupied home on fire before being put out.

This crime spree lasted an hour and a half, injured a number of people including officers, terrified several people, put many people in danger, damaged property, and took substantial police resources to contain. This incident could have had a much more tragic outcome if it weren't for the exceptional work of police and the assistance of community members and witnesses. SPD thanks those who assisted.

Additionally, earlier in the day – around noon, a burglary was reported in North Spokane in the 2000 block of North Crescent Ave. Jewelry and cash were stolen. The suspect fit the description of the suspect in the evening crime spree and Pajas was charged for that burglary as well as numerous other crimes related to the crime spree. Pajas was booked into the Spokane County Jail and faces 13 charges, including a number of felonies. Charges include 1st Degree Robbery/Carjacking, 1st Degree Kidnapping, 1st Degree Arson, 2nd Degree Assault, Residential Burglary, 2nd Degree Burglary, Attempt to Elude Police Vehicle, 2nd Degree Theft, and Malicious Mischief. Pajas is being held on a half million-dollar bond.

David Sector (Downtown)

Downtown Teams Keeping the Community Safe During Multiple Events

Captain Steve Wohl reports, "As we wrap up a very successful EXPO, I'd be remiss if I did not acknowledge the amazing work the Downtown teams did to keep downtown Spokane safe over the past 12 weeks. We saw a HUGE increase of families, out of town folks and citizens descend upon our downtown area and Riverfront Park. Thousands upon thousands of citizens got to enjoy the Opening Ceremonies, Asian American/Pacific Islander festival, both Lilac Parades, the Powwow, Manito Park Arts festival, Pride Parade, Bloomsday, Hoopfest, Fireworks on the 4th, Riverfront Park Carnival, and the Closing ceremonies. Our officers and their presence kept everything safe and running smoothly. Other than one situation that temporarily interrupted the Lilac Parade for a short time and was handled expeditiously, we had no issues for the other events. We have seen shootings, serious assaults and chaos occur in years past during the Hoopfest weekends, Powwows, 4th of July etc. These very successful community events enjoyed by so many are a testament to our dedicated teams. Even with all these events occurring in DT Spokane, along with many others, Part I crimes are down 17.15% for the year. We know crime ebbs and flows, but I would say we are pretty successful this year with major events coming to town. We have officers out on foot, bikes, and the Gator almost daily."

Below, officers at the Lilac Parade.

Youth Engagement – Thrive International Soccer Camp

SPD officers and volunteers helped with Thrive International's soccer camp, June 24-28, 2024. The Spokane Police Foundation is an event sponsor. About 100 youth participated each day, with 576 cumulative participants during the week. Participating youth are refugees, hailing from 26 different countries.

On the first day, Reserve Officer Balinda Kizombo talked with the participants about his experience as a refugee, life lessons, and the character trait integrity.

Sky Fest 2024

SPD Volunteers enjoyed interacting with families at Sky Fest.

Behavioral Health Unit (BHU) Update

The Behavioral Health Unit is a regional unit staffed with three deputies, three SPD officers, an SPD sergeant, and three co-deployed mental health clinicians.

Example of the BHU helping an individual with behavioral health needs:
A BHU Deputy provided this anecdotal success story: "I dispatched myself to a suicidal male call. A female called in to report that she got a call from her friend A.H. A.H. told the complainant he was out driving his motorcycle and was going to kill himself. He told her that he was going to drive his motorcycle into oncoming traffic. A.H.'s phone was tracked, and the location was provided to State Patrol and me. He was located behind a convenience store where we had tracked him to. The State Patrol checked out with him and awaited my arrival. I learned that A.H. was depressed, and drug addicted. He wanted to

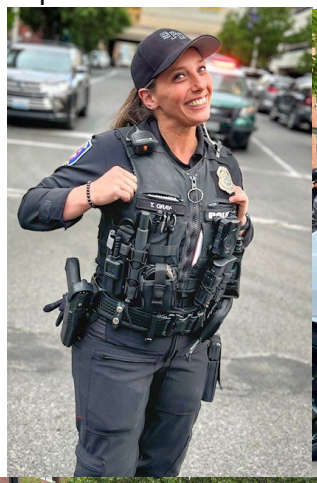
get clean but had gone to treatment before and found it difficult to get back in. A.H. had thought that suicide was an option and was strongly considering it. A.H. cited his addiction to fentanyl powder as his drug of choice. I had a conversation with A.H. utilizing motivational interviewing and other communication methods. After around a half hour of talking with him I provided him instant access to detox and mental health resources. A.H. took advantage of my offer for the Spokane Regional Stabilization Center. I transported him to the stabilization center and provided a warm handoff. A little more than a month later A.H. sent a text message to my work phone thanking me for taking him to detox that day. He informed me he had been clean and sober for 32 days now."

May 2024 BHU Stats:

- Calls for service by BHU: 517 (includes Crisis, Suicidal, and Check Welfare.)
- Unique individuals contacted: 182.
- Total time on-scene for calls for service: 17,978 minutes.
- Contacts of a person in crisis: 342.
- Diversions from hospital/booking: 5.
- 1% of contacts resulted in an arrest.
- 18% of calls resulted in Involuntary Detentions.
- 74% of calls resulted in an outcome other than jail or the hospital.

SPD Volunteers at Community Events

Spokane Police Department volunteers at the Lilac Parade, Bloomsday, and Hoopfest



Criminal Justice Student Education

In partnership with Spokane Public Schools, SPD's Reserve Officers provided training to NEWTech Prep Summer Academy Criminal Justice students. Reserve Officers Ed Richardson and Mat Allen provided instruction on fundamentals of officer safety when conducting traffic stops. Students demonstrated practical application in the performance of traffic stops, public speaking, radio communications, and writing/issuing traffic citations. Additionally, Reserve Officers discussed the education, training, and the leadership experiences and development the Spokane Police Explorer program offers. Students discussed many topics with officers on academic performance, career pursuits outside of law enforcement or military, volunteerism, and community engagement.

Summer Camp Public Safety Building Tour

Participants of Chabad of Spokane's Camp Gan Israel summer camp recently toured the Public Safety Building. SPD Officers and volunteers enjoyed getting to know the kids and loved the opportunity to share the department's history and our mission of serving the community. The kids brought thank you cards to show their appreciation.

Police Activities League (PAL)

SPD's 2024 Police Activities League (PAL) Season is underway. It takes place at Shadle Park, Friendship Park, and Grant Park in July and August 2024. The PAL program was created in 2013 to help build trusting relationships between at-risk youth and local law enforcement. PAL offers positive programs such as soccer, football, basketball, lawn games, art activities, and educational activities. Youth enjoy presentations from various Spokane Police specialty units (K9, SWAT, Drone Unit), Spokane C.O.P.S. Mounted Patrol Unit (horses), and nutrition education and fresh fruit. The Drug Enforcement Administration provides martial arts. PAL is made possible by partnerships with many organizations. PAL allows police officers and community leaders the opportunity to mentor youth and provide education (e.g., drug and alcohol education, STEM, safety education).

The PAL program is made possible by the Spokane Police Foundation and a grant from Spokane Parks Foundation.

SPD is grateful for the many community volunteers who help with PAL. Numerica, Providence, Garco, WSU, Acme Concrete, and ESD 101 contribute volunteers, in addition to the many SPD volunteers who participate.

"Serving our community with Integrity, Professionalism, and Compassion"

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	7/30/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE		
Contact Name/Phone	MIKE MCNAB 4115		
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	PDILLON	MCATHCART	LNAVARRETE
Agenda Item Name	0680 - ASSET FORFEITURE REPORT		

Agenda Wording

SPD Asset Forfeiture Report

Summary (Background)

As required under SMC 08.19.040 - the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. This report is submitted to capture activity during the 2nd quarter of 2024, period ended June 30, 2024.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Police
Contact Name	Asst. Chief McNab
Contact Email & Phone	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilmembers Dillion, Cathcart, and Navarette
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested:
Agenda Item Name	Second Quarter 2024 Police Seizure/Forfeiture Report
Proposed Council Action	☐ Approval to proceed to Legislative Agenda ☒ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	As required under SMC 08.19.040 – the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. This report is submitted to capture activity during the 2nd quarter of 2024, period ended June 30, 2024.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Informational Report Only

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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?

SPOKANE POLICE DEPARTMENT
INTERIM CHIEF OF POLICE
JUSTIN C. LUNDGREN

2024 Asset Forfeiture Report

Updated 7/25/2024

2024 Forfeiture Proceeds by Quarter

1st Quarter		
Federal Net Proceeds		$127,295.07
State Net Proceeds		$39,434.90
Gross Proceeds	$44,857.84	
Auction Costs/Commissions	($1,041.25)	
State 10% Share	($4,381.69)	
2nd Quarter		
Federal Net Proceeds		$5,962.90
State Net Proceeds		$18,344.05
Gross Proceeds	$30,199.82	
Auction Costs/Commissions	($9,817.53)	
State 10% Share	($2,038.24)	
3rd Quarter		
Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		
4th Quarter		
Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		

2024 TOTALS

Federal Net Proceeds	**$133,257.97**
State Net Proceeds	**$57,778.95**
Total	**$191,036.92**

2024 Forfeiture Expenditures by Quarter

1st Quarter		
Federal Funds		$25,000.00
Support of Community-Based Organizations	$25,000.00	
State Funds		$106,304.14
CI Funds	$31,620.00	
UC Vehicles	$74,499.14	
Training & Travel	$185.00	
2nd Quarter		
Federal Funds		$3,051.30
Investigative Equipment	$2,180.17	
Gardner Furniture	$871.13	
State Funds		$54,985.69
CI Funds	$35,635.00	
UC Vehicles	$14,553.19	
Training & Travel	$4,797.50	
3rd Quarter		
Federal Funds		
State Funds		
4th Quarter		
Federal Funds		
State Funds		
2024 TOTALS		
Federal Funds		**$28,051.30**
State Funds		**$161,289.83**
	Total Expenditures:	**$189,341.13**

I certify that all seized funds were spent consistent with federal and state laws.

Mike McNab
Mike McNab (Jul 26, 2024 08:57 PDT)

Assistant Chief Michael McNab

07/26/24

Date

2024 Q2 SPD Asset Forfeiture Report

Final Audit Report 2024-07-26

Created:	2024-07-26
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeG--n26oLiOG3jg6JHYI7_CS5Rz3ONG0

"2024 Q2 SPD Asset Forfeiture Report" History

Document created by Kevin Schmitt (kschmitt@spokanecity.org)
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2024-07-26 - 3:51:53 PM GMT

Email viewed by Mike McNab (mmcnab@spokanepolice.org)
2024-07-26 - 3:56:28 PM GMT

Document e-signed by Mike McNab (mmcnab@spokanepolice.org)
Signature Date: 2024-07-26 - 3:57:02 PM GMT - Time Source: server

Agreement completed.
2024-07-26 - 3:57:02 PM GMT

Adobe Acrobat Sign

JULIE O'BERG
FIRE CHIEF

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE
MONTHLY FIRE DEPARTMENT BRIEF

Staffing

- Relief pool = 17
- CARES job specs completed/posted

OT

- PP 15
  - 22% lower than 2023
  - 18.2 % **over** 2024 budget for period
  - Overall trend is stable

Response Metrics

- July
  - 5253 Incidents (+476)
  - Total Response Time (TRT) @ 90% = 8:27
  - Turnout Time @ 90% = 1:56

On-going Initiatives

- Operations/EMS
  - CARES Job Specs completed and posted
- Training
  - Response to the Interface Training – Job Wide
  - Job Wide Mass Casualty Incident (MCI)Training Completed
- Administration
  - Monthly Chiefs Communication Show
    - Message from Fire Chief & Assistant Chief
    - Operations overview – Significant Incident Reviews
    - Training Focus
    - Safety Message
    - Q & A with the Chief
  - Continued Budget Planning

SFD Kudos

- Awards
  - FF Tom Harvey – Special Unit Citation
    - On September 30, 2019, Lt. Tom Oliver, FEO Adam Knapp, and FF Tom Harvey were dispatched from quarters at Station 14 to 2nd and Walnut on the RTF low response. The incident originated as a standby for SPD during negotiations with an armed and barricaded suspect. The suspect was barricaded inside the 76 gas station convenience store. SPD negotiators believe the subject to be intent on "suicide by cop" based on communications with the suspect. Following approximately 90 minutes of unsuccessful negotiations, SPD observed the suspect lighting fires inside the convenience store. SPD requested hose lines to extinguish the fire and protect exposures at the front of the convenience store. Lt. Oliver and his crew, RTF 14, were requested and agreed to assist SPF with fire extinguishment. RTF 14 willingly exposed themselves to potential risk outside the usual scope of duty to assist SPD, protect exposures and protect the suspect barricaded inside the convenience store. The actions of RTF 14 were instrumental to the successful outcome of the incident. For that reason, Lt. Tom Harvey, FEO Adam Knapp, and FF Tom Harvey were nominated and awarded the Special Unit Citation.
  - FEO Trevor Richards – Life Saving Award

JULIE O'BERG
FIRE CHIEF

- On the afternoon of July 13th, 2019, Spokane firefighter Randy Marler was out on Long Lake riding Seadoos with his son. They arrived at an area known as the cove where they ran into off-duty firefighter Trevor Richards and off-duty SCFD 9 FF/PM Taylor Kruetz. Shortly after they arrived, they heard people screaming for help and to call 911 from inside the cove. Firefighters Marler and Richards immediately loaded onto one of the Seadoos and rode in to see what was happening. A 20 year-old male had jumped from a 50-75' cliff and landed on a rock surface prior to going into the water. A large number of rocks just below the surface of the water prohibited closer propeller driven boats from being able to maneuver in to see what was happening, making the jet driven Seadoo the best and only option for patient recovery. As Marler and Richards approached, they saw 3 or 4 people huddled in a circle, which they would soon discover was due to them holding the victim's airway above the waist deep water. Trevor and Randy simultaneously perceived the patient's condition to be extremely critical and made the decision to quickly load the patient onto the Seadoo and ride him out to Taylor Kruetz's boat for extraction to a rendezvous location best suited for ALS care at the soonest point possible. Given the remote location of the incident, standing by and waiting for EMS to get to the scene was not an option that would provide a reasonable chance at survival for this patient. They loaded the patient onto Taylor's boat in left lateral recumbent position to maintain his airway and Trevor and Taylor's girlfriend secured the patient manually in that position in an effort to maintain c-spine as best as possible, while allowing copious amounts of blood to clear his airway. The patient was breathing and had a palpable radial pulse at this time. Randy found a nearby person on a boat who already had Dispatch on the phone and communicated the patient's condition, location to rendezvous, and instructed Dispatch to launch Life Flight immediately as Taylor had stated that the N. Westlake Road boat launch was capable of landing a helicopter. Randy and his son were following the boat on their Seadoos, when approximately halfway to N. Westlake Road the boat had mechanical problems. Taylor jumped onto one Seadoo with Randy's son to lead the way to the rendezvous location as he was the only one who knew exactly where it was from the water. Trevor and Randy assisted the patient back onto Randy's Seadoo, placed him again in LLR position propped up on the gunnel. Trevor manually held c-spine and maintained clear airway while also somehow miraculously keeping the patient secured to the watercraft itself, certainly at great physical discomfort, but without hesitation to do what needed to be done. They arrived at N. Westlake Road with the patient still breathing, with a weak but still palpable radial pulse of about 100, and continued assessment and care. Within minutes of their arrival SCFD 9 E93 arrived on scene and immediately began ALS care of the patient. Within approximately 1 hour of the incident, Life Flight was in the air with the patient.Unfortunately, the patient did not survive his injuries, however the rapid and decisive actions undertaken by FF Marler, FF Richards, and FF/PM Kruetz gave him the best possible chance. These actions, under extremely challenging circumstances epitomize the firefighter ethos of never being "off duty".

- Lt Adam Knapp – Life Saving Award and Special Unit Citation
  - On September 30, 2019, Lt. Tom Oliver, FEO Adam Knapp, and FF Tom Harvey were dispatched from quarters at Station 14 to 2nd and Walnut on the RTF low response. The incident originated as a standby for SPD during negotiations with an armed and barricaded suspect. The suspect was barricaded inside the 76 gas station convenience store. SPD negotiators believe the subject to be intent on "suicide by cop" based on communications with the suspect. Following approximately 90 minutes of unsuccessful negotiations, SPD observed the suspect lighting fires inside the convenience store. SPD requested hose lines to extinguish the fire and protect exposures at the front of the convenience store. Lt. Oliver and his crew, RTF 14, were requested and agreed to assist SPF with fire extinguishment. RTF 14 willingly exposed themselves to potential risk outside the usual scope of duty to assist SPD, protect exposures and protect the suspect barricaded inside the convenience store. The actions of RTF 14 were instrumental to the successful outcome of the incident. For that reason, Lt. Tom Harvey, FEO Adam Knapp, and FF Tom Harvey were nominated and awarded the Special Unit Citation.

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief

Staffing Report

- **Current Relief Pool = 17**
- **CARES job specs completed & posted**

Overtime $ Status

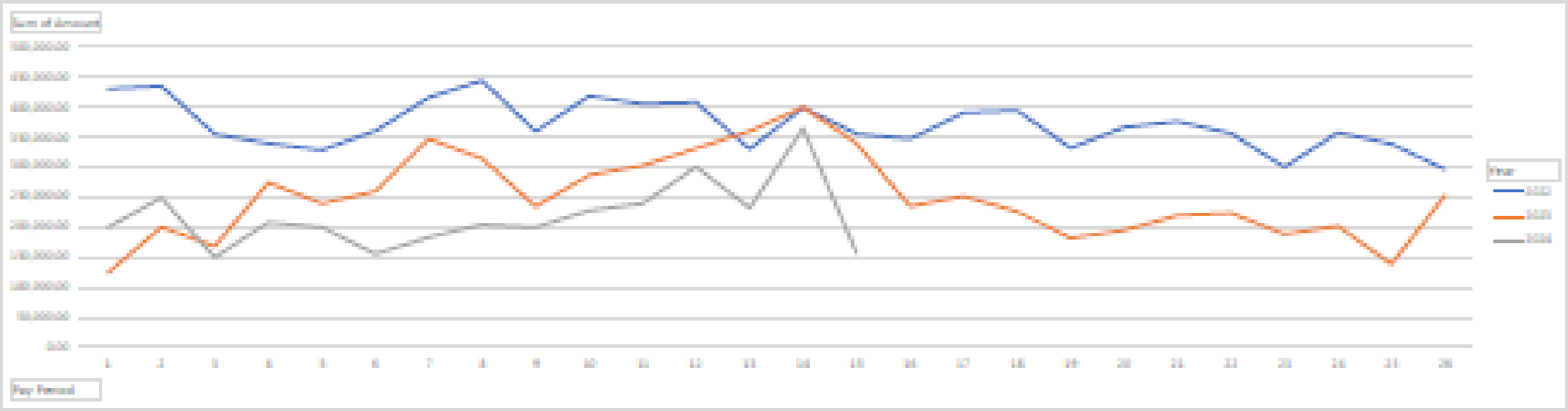
Uniform Overtime

2024 is 22% lower than the same time last year

Pay Period 15

Beginning of FLSA period

75.7% Annual OT budget expended (57.5% through budget year) +18.2%



July 2024 Response Metrics

RESPONSE METRICS

5,253 Incident Volume — ↑ 476 from prev 30 days	**7,424** Response Volume — ↑ 607 from prev 30 days

RESPONSE PERFORMANCE

89.2% 1st Due Performance — ↓ 0.9% from prev 30 days	**176** 1st Due Overgoals — ↑ 2 from prev 30 days

RESPONSE TIMES - ALL TIMES LISTED AS 90TH PERCENTILE

8m27s Total Response — ↑ 12s from prev 30 days	**1m** Dispatch — ↑ 11s from prev 30 days	**1m56s** Turnout — ↑ 02s from prev 30 days	**6m08s** Travel — ↑ 07s from prev 30 days

AREAS OF CONCERN

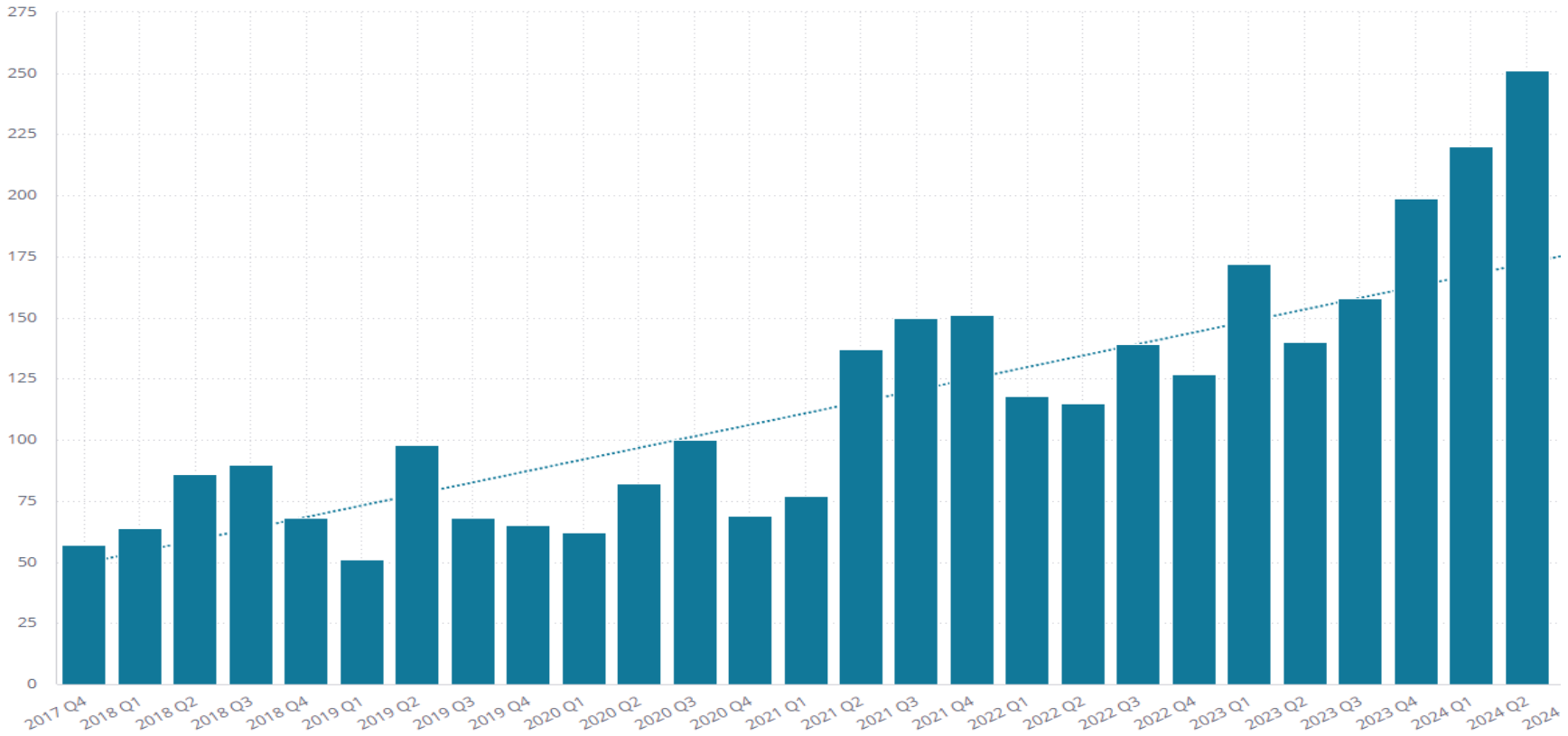
35 Structure Fires 11F, 11C, 11W, 11H — ↑ 4 from prev 30 days	**48** Brush Fires 14L, 14M, 14H, 14E — ↑ 20 from prev 30 days

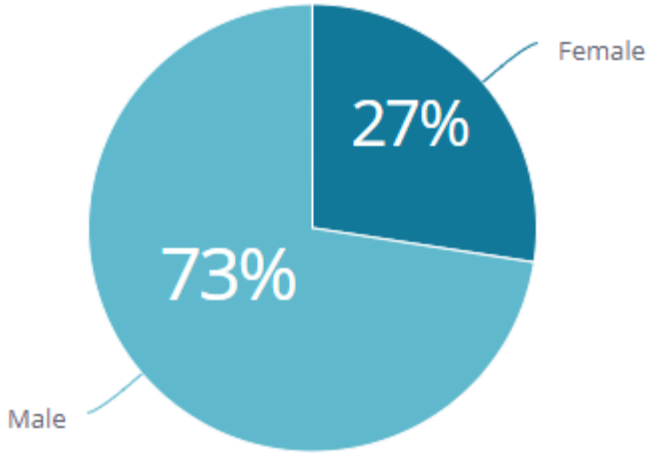
July 2024 Overdose Data

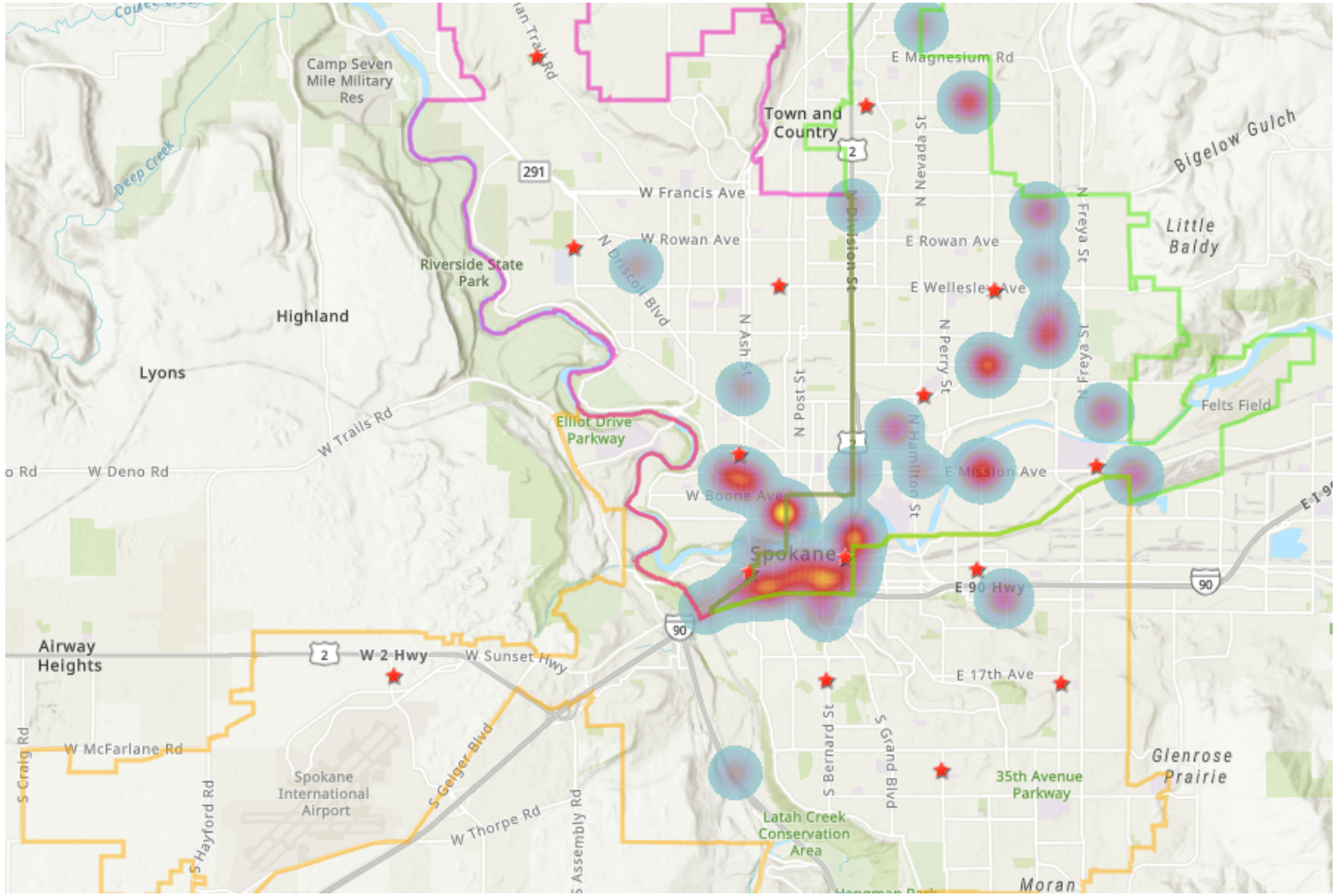
Patients Treated with Narcan
54

Average Patient Age In Years
37

Patients Transported to the ED
34







July 2024 Overdose Heat Map

Ongoing Initiatives

- *CARES Social Worker Positions (3) Posted*
- *Station 1 HVAC Project (ARPA) – SFD Logistics working with City Facilities & Vendor on Scope of Work & city procurement process.*
- *4 new pumpers now all placed in service. Heavy maintenance and repair on older units now being focused on*
- *Monthly Chiefs Communication Show*
- *On-going RTI (Responding to the Interface) Job Wide Training*
  - *Focus is on structure protection and bump and run operations*

Total Cases

City of Spokane Fire Department - WA

Year to Date

45

Courtesy

City of Spokane Fire Department - WA

Year to Date

14

On Duty

City of Spokane Fire Department - WA

Year to Date

15

Off Duty

City of Spokane Fire Department - WA

Year to Date

16

 # Of Wait Day Saved

City of Spokane Fire Department - WA

Year to Date

1009

Total Overtime Savings Estimate

City of Spokane Fire Department - WA

Year to Date

$435,081

Total Cases To MD

City of Spokane Fire Department - WA

Year to Date

39

Total Cases To Imaging

City of Spokane Fire Department - WA

Year to Date

23

Total Cases To Physical Therapy

City of Spokane Fire Department - WA

Year to Date

11

Total Cases To Surgery

City of Spokane Fire Department - WA

Year to Date

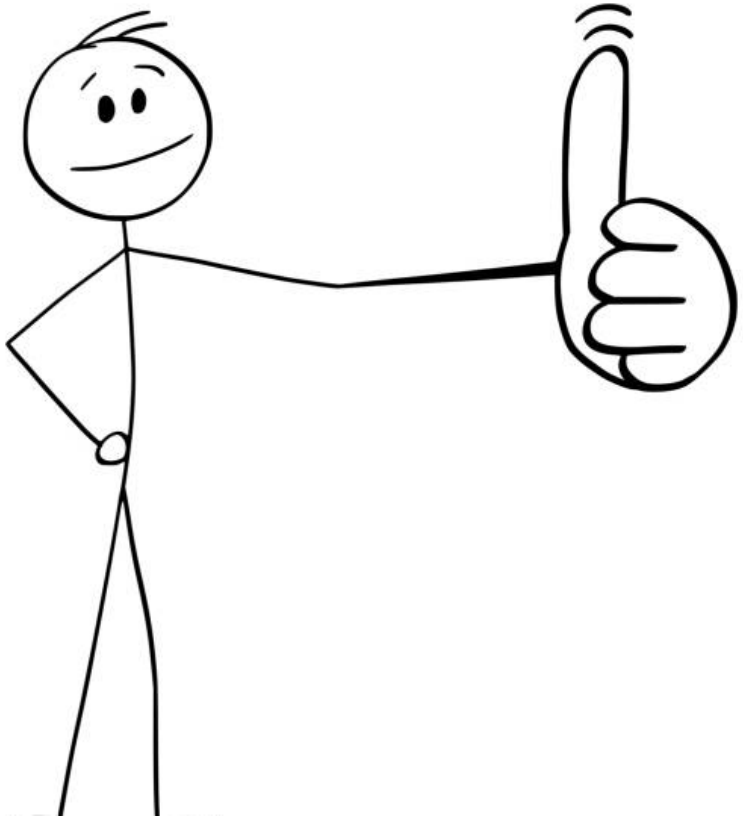
12

READY REBOUND

SFD Kudos

Awards

- *Firefighter Tom Harvey – Special Unit Citation*
- *FEO Trevor Richards – Life Saving Award*
- *Lieutenant Adam Knapp – Life Saving Award and Special Unit Citation*



Public Safety and Community Health Committee

Julie O'Berg, Fire Chief

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 09/09/2024

Date Rec'd	7/22/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CANDI DAVIS 625-6719
Contact E-Mail	CLDAVIS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	0320- ORDINANCE EXPANDING SIT AND LIE PROHIBITION CITY WIDE

Agenda Wording

Ordinance Expanding prohibition on illegal sit and lie activities from to all locations in city limits

Summary (Background)

Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain "sit and lie" prohibitions to the downtown core, in part because of the limitations on enforcement under Boise v. Martin (which required adequate shelter space before enforcing laws against camping and occupying public spaces). This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ Unknown
Current Year Cost	$ Unknown
Subsequent Year(s) Cost	$ Unknown

Narrative

Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated.

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Committee Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested:
Agenda Item Name	0320 – Ordinance Expanding Prohibition on Sit and Lie
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain "sit and lie" prohibitions to the downtown core, in part because of the limitations on enforcement under Boise v. Martin (which required adequate shelter space before enforcing laws against camping and occupying public spaces). With the recent Supreme Court decision in City of Grants Pass v. Johnson, Spokane's anti-camping and anti-"sit and lie" laws can be enforced regardless of the availability of shelter space.** **This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.**

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost: Unknown

Subsequent year(s) cost: Unknown

Narrative: Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated.

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

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

  Illegal sit and lie activities, while primarily a problem in the downtown core, affect citizens and businesses throughout the city, in all neighborhoods and business districts. Enacting this ordinance ensures that all neighborhoods, including those in historically excluded communities, benefit from the same protective ordinance that now only benefits the downtown core.

- 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?

  Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

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

  Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

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

  This ordinance is consistent with SMC 12.02.1010, adopted by the voters of Spokane as Proposition 1 in 2023, and which expanded the scope of anti-camping provisions throughout the City.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

  Not applicable

ESBA
East Spokane Business Association

July 17, 2024

Betsy Wilkerson
City Council President
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

Dear City Council President Betsy Wilkerson:

We appreciate your willingness to listen and your forward thinking on these concerns. East Spokane Business Association (ESBA) along with WSDOT have worked diligently to complete several NSC and East Central projects. ESBA and the East Central Neighborhood Council (ECNC) have been leading voices on improving connectivity, promoting long range plans, and ensuring sustainable transportation will be built throughout our district and neighborhood.

ESBA could rest easily with our accomplishments. However, we realize that there are several items that the City of Spokane needs to place onto the City of Spokane's 6 Year Capital Project Program (or sooner when monies are available). Please read the list below:

- Sprague and Altamont Intersection
  - Altamont needs to be widened to accommodate turn signals in all four directions
  - "No parking" signs need to be posted on all properties near the intersection
  - This has been previously approved by the property owners
  - This will provide congestion relief and pedestrian safety
  - Create traffic calming caused by traffic backup which currently encourages drivers to go through the neighborhoods
- Connect electricity to the light poles along Sprague for holiday lighting and events
- ESBA recommends the Yellow Option 3 for Children of the Sun Trail connectivity.
- Add roundabouts at Perry & 2nd and 3rd Avenues
- Add roundabouts at Havana & 2nd and 3rd Avenues

We believe that these solutions will future proof our District. Your assistance in ensuring that these components are implemented will continue the path that we are on. We envision our District growing both in business and with new residential demands. These projects are important for connectivity that solves our needs well into the future. We encourage your participation in targeting these projects toward completion to engrave your heart beats into our neighborhood.

Thank you for the opportunity to address East Spokane's transportation and pedestrian needs!

Sincerely,

Barbara Woodbridge

Barbara Woodbridge
ESBA President

PO Box 4132 | Spokane, WA | 99220

ORDINANCE NO. C-_____

An ordinance relating to the prohibition sitting and laying on public sidewalks, and amending Section 10.60.020 of the Spokane Municipal Code.

WHEREAS, the safety and well-being Spokane citizens, including both housed and unhoused individuals, as well as the viability of local businesses, are threatened by the continued unlawful occupation and use of public sidewalks and adjacent building entrances and parking areas; and

WHEREAS, the Spokane Municipal Code section 10.60.020, the so-called "sit-and-lie" ordinance, regulates the unlawful occupation of sidewalks and pedestrian avenues, all to promote the safe and responsible use of public spaces; and

WHEREAS, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise,* previously limited the City's ability to fully enforce this local law unless adequate low-barrier shelter space was available; placing undue pressure on the city's public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

WHEREAS, since the holding in *Martin v. Boise*, Spokane voters overwhelmingly approved Proposition 1 in 2023, demonstrating broad public support for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations; and

WHEREAS, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people ; and

WHEREAS, the effect of the *Grants Pass* holding is to remove the legal impediment to full and effective enforcement of SMC 10.60.020, the sit-and-lie ordinance, and to create a much clearer legal framework for enforcing anti-camping and sit-and-lie ordinances, potentially allowing municipalities greater authority in managing public spaces; and

WHEREAS, the *Grants Pass* decision also removes any legal impediment to expansion of the existing sit-and-lie ordinance to all public spaces within the City limits;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.060.020 of Spokane Municipal Code is amended to read as follows:

Section 10.60.020 Sitting, Lying on Sidewalk ((~~in a Designated Zone~~)) Within City Limits

A. Prohibition. Within city limits, it shall at all times be unlawful for any person to:

1. ((~~No person may sit~~)) Sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk ((~~, during the hours between six a.m. and midnight in the zone designated in this section~~)).
2. ((~~At all times it is unlawful to sit~~)) Sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.
3. ((~~At all times it is unlawful to sit~~)) Sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

1. sitting or lying down due to a medical emergency or due to a sensory, mental, or physical disability;
2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
3. operating or patronizing a business with permission to occupy the sidewalk;
4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;
5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or
6. sitting within a bus stop zone while waiting for public or private transportation;
7. sitting on privately-owned sidewalk fixture with the permission of the owner;
8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.

((~~9. who is homeless during a time frame when shelter space is unavailable.~~))

C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section ((~~within the entirety of the zone designated in this section~~)) after having been notified by a law enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the ((~~designated zone~~)) city limits, a law enforcement officer may than enforce this section.

((~~D. The zone where such conduct is prohibited is established in the map set forth in Attachment A (PDF 1.2MB).~~))

((~~E~~)) D. This section does not permit any conduct which is prohibited by SMC 10.60.010 regarding interference with pedestrian or vehicular traffic.

((~~F~~)) E. It is the intent of the city council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.

((~~G~~)) F. A violation of SMC 10.60.020 is a misdemeanor.

((~~H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances~~)).

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance, or the validity of its application to other persons or circumstances.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	8/8/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	OMBUDSMAN - POLICE
Contact Name/Phone	BART LOGUE 625-6743
Contact E-Mail	BLOGUE@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	0030 - ORDINANCE AMENDING OMBUDSMAN NAME

Agenda Wording

Ordinance amending the title of the Office of Police Ombudsman to Office of the Police Ombuds

Summary (Background)

The Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Per Section 129(D) of the Charter, the City Council enacted SMC Chapter 04.32 relating to the Office of Police Ombudsman and the Police Ombudsman Commission. This ordinance changes the name "Ombudsman" to "Ombuds" throughout the statutory provisions and clarifies the definition of "OPO" in current code.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ NA
Current Year Cost	$ NA
Subsequent Year(s) Cost	$ NA

Narrative

No fiscal impact

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

Committee Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Office of the Police Ombudsman
Contact Name	Bart Logue
Contact Email & Phone	blogue@spokanecity.org / 509-625-6743
Council Sponsor(s)	Dillon, Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Change on OPO Funding and Name Update
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Section 129(D) of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and accordingly, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission. It is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code. This ordinance would change the name of the "Ombudsman" to "Ombuds" throughout the statutory provisions relating to the OPO and OPOC. The current ordinance does not include a clear definition of "OPO." This ordinance amends SMC 04.32.120 to provide a definition.

Fiscal Impact

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

Total Cost: Not Applicable

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) **None identified**

Operations Impacts (If N/A, please give a brief description as to why)

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

  The proposed name change would benefit the OPO's outreach efforts by codifying a name that is more easily understood and gender neutral.

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

  Not applicable

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

  Not applicable.

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

  This proposal would make the OPO name gender neutral, consistent with city practice to make SMC provisions gender neutral.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

  No applicable subcommittee.

ORDINANCE NO C_____

An ordinance renaming the Office of Police Ombudsman and the Office of Police Ombudsman Commission, and amending Sections 04.32.010 through 04.32.040, Sections 04.32.060 through 04.32.110, Section 04.32.130, and Sections 04.32.150 through 04.32.160 of the Spokane Municipal Code.

WHEREAS, the Office of Police Ombudsman and the Police Ombudsman Commission were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter; and

WHEREAS, Section 129.D of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and

WHEREAS, pursuant to Section 129.D of the Spokane City Charter, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission; and

WHEREAS, it is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code; and

WHEREAS, it is the desire of the City Council to amend the Ombudsman title to reflect the current trend toward gender-neutral titles.;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.32.010 of the Spokane Municipal Code is amended to read as follows:

Chapter 04.32 Office of <u>the</u> Police ((~~Ombudsman~~)) <u>Ombuds</u> (OPO)

Section 04.32.010 Office of ((~~Ombudsman~~)) <u>the Ombuds</u>

A. The office of <u>the</u> police ((~~ombudsman~~)) <u>ombuds</u> (OPO) is established in order to:
    1. help ensure that investigation of complaints against police officers are accomplished in a timely, fair, and thorough manner;
    2. provide visible, professional, independent civilian oversight of police officers;
    3. provide policy makers with recommendations on improvements to police policies, procedures, training and to improve the quality of police investigations; and
    4. reassure the public that investigations into complaints and allegations of police misconduct are conducted in a timely, thorough, and objective manner.

B. The police ((~~ombudsman~~)) ombuds and any employee of the OPO must, at all times, be totally independent. Any findings, recommendations, and requests made by the OPO must reflect the independent views of the OPO with the support of the OPO Commission.

C. No person shall attempt to unduly influence or undermine the independence of the police ((~~ombudsman~~)) ombuds, or any employee of the OPO, in the performance of the duties and responsibilities set forth in this chapter.

Section 2. That Section 04.32.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.020 Definitions

A. "Chief" means the chief of the Spokane police department.

B. "Commission" means the office of the police ((~~ombudsman~~)) ombuds commission.

C. "Complainant" means any person who files a complaint against any commissioned member of the Spokane police department.

D. "Complaint" means a complaint by any person of alleged police misconduct.

E. "Designee" means a commissioned member of the Spokane Police Department.

F. "Finding" means a conclusion reached after investigation.

G. "IA" or "internal affairs" means the Spokane police department's investigative unit, whose responsibilities and procedures are described in the Spokane police department's Policy and Procedure Manual, as amended from time to time, to receive and investigate allegations of misconduct by Spokane police department employees.

H. "Material to the outcome," "material statement," and "material fact" are those facts, evidence, or statements which tend to influence the trier of fact because of its logical connection with the issue. It is a fact which tends to establish any of the issues raised by the complaint or the defenses to the complaint.

I. "Mediation" means a private, informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.

J. "Member" means a sworn employee of the Spokane police department about whom a complaint has been submitted to the Spokane police department or the OPO.

K. "Misconduct" means conduct by a member during an encounter with a citizen, which conduct violates Spokane police department policies, procedures and/or canons of ethics.

L. "OPO" means the Police Ombuds appointed pursuant to this chapter and any employee of the OPO.

((~~L~~)) M. "OPO Involved Investigation" means an IA investigation where the complaint giving rise to the investigation, whether made to the police department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.

((~~M~~)) N. "Policy-related issue" means a topic pertaining to the Spokane police department's hiring and training practices, the Spokane police department's policies and procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular officer's conduct.

((~~N~~)) O. "Serious matter" means any complaint that could lead to suspension, demotion, or discharge.

Section 3. That Section 04.32.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.030 Functions and Duties

The functions and duties of the OPO are as follows:

A. The OPO will actively monitor all police department OPO Involved Investigations as provided herein.

B. The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the OPO is unable to determine whether the matter should be forwarded to IA, the OPO may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the OPO. In the event the OPO is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the OPO to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

If the OPO determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the OPO's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the OPO determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the OPO determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within three business days for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but may participate in all OPO Involved Investigation interviews and request that further investigation be conducted by IA as provided herein.

C. In addition to complaints received by the OPO, IA will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention consistent with the police department's record retention policy but will have subsequent access to closed cases.

D. The OPO will have the opportunity to make a recommendation for mediation to the chief of police prior to investigation. In the event the department, the complainant, and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline, and no disciplinary finding will be entered against the officer. Good faith means that the officer listens to all information presented and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

E. Once any complaint is received by IA, including those forwarded to IA from the OPO, it shall be submitted to the chain of command for review per existing police department policy. When either the chief or his or her designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigation process for OPO Involved Investigations as follows:

    1. Internal affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO may attend and observe interviews in person or by telephone and will be given the opportunity to ask questions

during the interview and after the completion of questioning by the department. The OPO will not participate in criminal investigations of department employees, but will be notified when the criminal investigation is concluded.

2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was timely, thorough and objective.

F. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality, or materiality of the requested further investigation, the OPO will notify the chief (or designee) in writing of the OPO's suggestions and rational for further investigation. The chief (or designee) will determine whether further investigation will be undertaken by IA. The chief (or designee) will provide his or her determination to the OPO in writing.

If the OPO is not satisfied with the determination of the chief, the OPO's request for further investigation may be presented to the commission, whose decision will be final. The decision of the commission will be based upon the OPO's written request and the chief's (or designee's) written response. Once the matter has been referred to and resolved by the commission, the IA investigation will be completed consistent with the determination by the commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation, if the commission determines and specifically describes in writing how the IA investigation was not completed consistent with the commission's decision, the commission may again direct IA to complete the further investigation in the OPO's request, or the commission may publish a report stating what further investigation in the OPO's request the commission believes was not completed by IA. If the OPO has not yet made a certification decision, a certification decision shall be made by the OPO. In addition to its report, the commission may direct the OPO or a third-party investigator to complete the further investigation requested by the OPO; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the commission contracts for a third-party investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The OPO or third-party investigator may request, but not require, participation by police officers in the investigation. Once the OPO or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the

department and does not in any way comment on officer discipline (or lack thereof). The further investigation and/or the commission's report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO or third-party investigation.

After completion of the further investigation by IA, or the conclusion, by IA or the commission, that no further investigation by IA will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was timely, thorough and objective. This determination will be made within five business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

G. The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within fourteen days. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (E). The decision of the commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable opportunity to undertake the investigation, if the commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the commission's decision, the commission may again direct IA to undertake an investigation, or the commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation, so long as the report does not identify specific members of the department and does not in any way comment on officer discipline (or lack thereof). Any released investigation will not identify specific members of the department. The OPO's investigation and/or report may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO investigation.

H. All disciplinary decisions will be made by the chief (or designee). The OPO shall not have a role in any disciplinary matter.

I. The OPO will be provided a copy of any letter or other notification to an officer informing the officer of actual discipline imposed as a result of an internal affairs

investigation, or any notice of finding in the event that the complaint is not sustained.

J. The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the department's written notice of finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.

K. Any complaining party who is not satisfied with the findings of the department concerning their complaint may contact the office of the police ((~~ombudsman~~)) ombuds to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

L. Once the OPO has made a certification decision and the chief has made a final determination on the case, the OPO shall publish a closing report that summarizes the complaint, the OPO Involved Investigation, and the findings. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.

M. In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the chief of police in specific cases.

N. The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices, including the IA investigation process. The OPO may independently investigate any non-disciplinary matter necessary to enable the OPO to issue policy and procedure recommendations. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. If required by law, the City will engage in collective bargaining prior to adopting any such recommendations.

O. The OPO shall not have access to legally privileged documents held by the city attorney or attorney-client communications held by the city attorney's clients. The OPO shall not disclose confidential records and shall be subject to the same penalties as the legal custodian of the records for any unlawful or unauthorized disclosure.

P. The police ((~~ombudsman~~)) ombuds may propose rules and procedures required for the discharge of the police ((~~ombudsman's~~)) ombud's duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations to the commission. The OPO's rules and procedures must be consistent with state law and the collective bargaining agreement between the city and police guild. The OPO may not levy any fees for the handling of complaints or any other duties identified in this chapter.

Q. Complaints against the ((~~ombudsman~~)) ombuds shall be directed to and investigated by the commission, with the assistance of the City's human resources department. Out of interests in comity, the OPO shall strive to let other entities perform any investigation of the Chief of Police.

Section 4. That Section 04.32.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.040 Critical Incidents

In the event an employee of the police department is involved as a principal, victim, witness, or custodial officer, where death or serious bodily injury results, or where deadly force was used regardless of whether any injury or death resulted, the ((~~police ombudsman~~)) OPO shall be notified immediately and shall act as an observer to any administrative or civil investigation conducted by or on behalf of the department. The police ((~~ombudsman~~)) ombuds and the chief shall develop necessary protocols for summoning the ((~~ombudsman~~)) ombuds to the incident for purposes of first-hand observation and subsequent monitoring of the investigation.

Section 5. That Section 04.32.060 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.060 Qualifications

The minimum qualifications for the position of the police ombuds are:

A. legal, investigative, or prosecutorial experience within the five years prior to appointment;

B. recent or current familiarity with police procedures within the five years prior to appointment;

C. demonstrated ability to review investigations to ensure they are thorough and unbiased;

D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;

E. demonstrated ability to work with confidential information;

F. a record of community involvement;

G. an ability to build working relationships with and communicate effectively with diverse groups;

H. established reputation for even-handedness in dealing with both complainants and the regulated parties and

I. be a resident of Spokane County or become a resident of Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

Section 6. That Section 04.32.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.070 Training

The police ((~~ombudsman~~)) ombuds shall continue his or her professional education throughout the period of employment as the ((~~ombudsman~~)) ombuds in subjects consistent with the responsibilities of employment. At a minimum, such training shall include:

A. a training program in police procedures and orientation to the Spokane police department, including at least one ride-along with police within six months of appointment and at least two ride-alongs each year;

B. attend the police department's Reserve Academy, or other similar training program, within one year of appointment, however, such training shall not result in a police commission,

C. attend police department in-service training regarding current training and policy and procedure updates, as well as specialized training; and

D. pursuit of certification from the National Association of Civilian Oversight of Law Enforcement (NACOLE) during the term of his or her appointment.

Section 7. That Section 04.32.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.080 Appointment

A. Whenever there is a vacancy in the police ((~~ombudsman~~)) ombuds position due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission shall, no later than the next regular meeting following its receipt of notice of the vacancy, convene a selection committee which shall consist of five members, and which shall forward to the commission its recommended list of no more than three candidates for the police ((~~ombudsman~~)) ombuds position, one of which shall be selected. The committee shall be composed of:

   1. one member appointed by the Spokane Police Officers Guild,
   2. one member appointed by the Lieutenants and Captains Association,
   3. one member appointed by the city council,
   4. one member appointed by the mayor, and
   5. the fifth member selected by the other four members.

B. The five member selection committee will select the committee's chair.

C. The commission shall, within forty-five (45) days of its receipt of notice of a vacancy in the police ((~~ombudsman~~)) ombuds position, appoint an interim police ((~~ombudsman~~)) ombuds for a term not to exceed twelve (12) months. Should a permanent ((~~ombudsman~~)) ombuds not be selected and hired within the term of the interim police ((~~ombudsman~~)) ombuds, the commission may, with the prior approval of the city council, extend the interim police ((~~ombudsman~~)) ombuds' term for six (6) months. If the commission fails to appoint an interim ((~~ombudsman~~)) ombuds , the city council shall appoint an interim ((~~ombudsman~~)) ombuds , to serve until the permanent police ((~~ombudsman~~)) ombuds is hired.

D. In order to remain prepared for future vacancies, the commission should maintain a list of applicants for the positions of interim and permanent police ((~~ombudsman~~)) ombuds from which future interview pools can be drawn.

E. Any period of service as interim police ((~~ombudsman~~)) ombuds, by itself, shall not disqualify the person holding that office from being considered for the permanent police ((~~ombudsman~~)) ombuds position.

F. The selection committee shall, according to its own process and organizing principles, forward a list of no more than three (3) qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds to the commission no later than one hundred twenty (120) days from the committee's formation. For purposes of this section, the "committee's formation" occurs when the final member of the committee is seated.

G. No later than sixty (60) days after receiving the selection committee's list of qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds, the commission shall select one of the individuals on the list for appointment as permanent police ((~~ombudsman~~)) ombuds .

Section 8. That Section 04.32.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.090 Term

A. The appointment of the police ((~~ombudsman~~)) ombuds shall be for an initial three-year term.
B. A current police ((~~ombudsman~~)) ombuds may be reappointed for additional terms not to exceed three years upon reappointment by the commission. If commission does not approve the reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.

Section 9. That Section 04.32.100 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.100 Removal

A. The police ((~~ombudsman~~)) ombuds may not be removed from office during his or her term except for misconduct, inefficiency, incompetence, inability or failure to perform the duties of the office, negligence in the performance of the duties or failure to complete the requisite training. Compliance with the confidentiality provisions of this chapter is a condition of employment for all employees of the OPO. Inadvertent, de minimus disclosures shall not be considered a violation of this section.
B. In such cases that warrant removal from office, removal shall be by a resolution adopted by a majority of the full commission subsequent to a public hearing by the commission.
C. Nothing contained herein shall prevent the commission from declining to approve an appointment or reappointment.

Section 10. That Section 04.32110 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.110 Reporting Requirements

A. The police ((~~ombudsman~~)) ombuds reports, for administrative and executive functions, directly to the commission.
B. The police ((~~ombudsman~~)) ombuds is not an employee of the Spokane police department and shall work independently from the Spokane police department.
C. The police ((~~ombudsman~~)) ombuds shall make monthly reports jointly to the commission, the mayor, the police chief, and the Public Safety Committee

regarding the activities of the OPO. In addition, the police ((~~ombudsman~~)) ombuds shall make an annual report to the city council during a council meeting. The report shall contain:

1. statistical analysis documenting the number of complaints by category, disposition, and action taken;
2. analysis of trends and patterns;
3. recommendations.

Section 11. That Section 04.32.130 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.130 Annual Review of Office of the Police ((~~Ombudsman~~)) Ombuds

Subsequent to the annual report to the city council from the police ((~~ombudsman~~)) ombuds, the City shall review the OPO program to determine if amendments to this chapter or changes to the program are required.

Section 12. That Section 04.32.150 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.150 Office of the Police ((~~Ombudsman~~)) Ombuds Commission

A. That an office of the police ((~~ombudsman~~)) ombuds commission ("commission") be created consisting initially of five members.

B. General Duties.

In addition to other duties enumerated in this chapter, the commission shall:

1. Appoint, reappoint and potentially remove the police ((~~ombudsman~~)) ombuds (OPO) pursuant to SMC 4.32.080 through 4.32.110;
2. Approve annual and long term goals of the OPO;
3. Approve OPO procedures and best practices;
4. Approve the OPO annual report;
5. Approve OPO recommendations regarding changes in police department policies and training;
6. Approve OPO rules and procedures required for the discharge of OPO duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions

and recommendations. The rules and procedures approved by the commission shall be consistent with Washington state law and comply with the collective bargaining agreement between the city and the police guild.

7. Conduct and approve evaluations of the OPO and OPO personnel;

8. Request that the OPO examine or re-examine specific non-disciplinary policy or procedure issues and confirm or reject OPO requests for additional investigation by IA;

9. Assist OPO personnel in communicating with Spokane's diverse communities and the general public about the complaint filing and investigation process;

10. Make readily available to the public all commission reports, recommendations, and evaluations; and

11. Prepare and present an annual report to the city council.

C. Selection of Members.

1. Two members shall be nominated by the mayor and appointed by city council; and,

2. One member from each of the three city council districts nominated and appointed by city council.

3. The commission may, at any time, determine that more members are necessary to carry out the duties of the commission. Upon unanimous vote of all commission members and majority approval by the city council pursuant to an amendment to this section, additional members may be added to the commission two members at a time:

((~~1~~)) a. One additional member nominated by the mayor and appointed by city council; and,

((~~2~~)) b. One additional member nominated appointed by city council.

D. Officers.

The commission members shall annually choose their own chair and vice-chair, who will serve from January 1st through December 31st, and shall serve in that position for no more than three consecutive one-year terms. The chair (and vice-chair in the absence of the chair) will set the agenda for meetings, facilitate the meetings, speak on behalf of the commission and call any special meetings.

E. Qualifications.

1. Members of the commission shall be volunteers who immediately, prior to appointment, shall be:

    a. A current resident of the city of Spokane;

    b. Of the age of twenty-one years or older;

    c. Able to pass an in-depth background investigation and have no convictions for crimes involving dishonesty or moral turpitude within the past seven years; and

    d. Neither a current or former employee of the City of Spokane or Spokane police department, nor an immediate family member of a current City of Spokane or Spokane police department employee.

    e. Able to establish a reputation for even-handedness in dealing with both complainants and the regulated parties.

2. The following characteristics shall be considered during the appointment process:

    a. An absence of any real or perceived bias, prejudice, or conflict of interest;

    b. A record of community involvement;

    c. A demonstrated ability to be fair, impartial and unbiased;

    d. An ability to build working relationships and communicate effectively with diverse groups;

    e. Education, professional and/or personal experience including but not limited to judicial, legal, investigative, mental health and law enforcement experiences with the exception that a commission member shall not have been a law enforcement officer for two years prior to his or her appointment;

    f. Contribute to the diversity of the commission so that the makeup of the commission reflects the diversity of the people most likely to have contact with members of the police department, including geographic, racial and disability diversity.

3. All commission members shall be required to sign a confidentiality statement confirming as a condition of service that they will not release the

name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimus disclosures shall not be considered a violation of this section.

4. All commission members shall complete a ride-along with the police within six months of appointment. The police department shall make additional training available to commission members, including annual ride-alongs, the Reserve Academy, or other similar training programs, and department in-service training. Such training shall not result in a police commission.

F. Terms of Office.

1. Each commission member shall serve a three-year term and is eligible for re-appointment, except that no member shall be re-appointed after serving three consecutive full three-year terms.

2. The initial commission members will have staggered terms, with three members serving three years and two members serving two years.

3. A vacancy that occurs during the term of a member shall be filled in the same manner as the original appointment, and the appointee shall serve for the remainder of the expired term.

4. Each member shall continue to serve in such capacity until the member's successor has been duly appointed and is acting, provided, however, that the period shall not exceed ninety days past the expiration of the member's term.

G. Expectations.

1. Commission members shall participate in an appropriate training program to be established by the commission, the chief of police and/or the OPO so that they shall possess the knowledge to perform their duties.

2. Members of the commission shall agree in writing that they are subject to the City of Spokane code of ethics contained in chapter 1.04 SMC and an appropriate confidentiality agreement to be developed by the OPO and reviewed and maintained in collaboration with the commission.

H. Liability

It is the intent of the City that the commission members be free from personal liability for acts taken within the course and scope of carrying out their official duties and functions. The city will therefore defend and indemnify members to the maximum extent permitted under the city's insurance program and indemnification policy.

I. Removal.

A member of the commission may be removed from office by the city council prior to the normal expiration of his/her term for consistent failure to perform commission member duties, for having a real or perceived bias, prejudice or conflict of interest, or for violating the statement of principles, code of conduct, or confidentiality agreement.

J. Meetings and Procedures.

1. The commission may appoint from its membership committees as necessary to perform its duties.

2. Commission members are expected to maintain a minimum of seventy-five percent meeting attendance on an annual basis.

3. The commission shall hold regular meetings with an opportunity for public comment at least quarterly, and the commission and its committees may hold additional meetings as necessary.

4. No business of the commission shall be conducted at a meeting without at least a quorum of three members.

5. All actions of the commission shall be made upon a simple majority vote of the members present.

6. Meetings of the commission shall be open to the public except when the commission has determined a closed executive session, in accordance with RCW 42.30.110, is necessary in order to carry out its business.

7. The commission shall prepare and present an annual report to the city council that:

    a. Summarizes the commission's activities, findings, and recommendations during the preceding year;

    b. Summarizes the OPO's recommendations for changes to the police department's policies, procedures and training during the preceding year;

    c. Evaluates the work of the OPO, including whether the OPO is performing required duties.

8. The commission shall evaluate the performance of the OPO. In doing so, the commission:

a. Shall establish criteria by which to evaluate the work of the OPO;

b. Shall review, comment on and assist in maintaining policies, procedures and operating principles for the OPO;

c. Shall monitor status reports from the OPO; and

d. May conduct periodic evaluations of the complaint intake and handling system to identify process improvements and/or ensure complaints are being treated fairly with due diligence.

9. The commission's policies and procedure required for the discharge of its duties shall be consistent with Washington state law and the collective bargaining agreement between the city and police guild.

10. The commission shall have no involvement concerning discipline for specific cases or officers.

Section 13. That Section 04.32.160 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.160 Funding

The city council shall maintain funding necessary to appropriately staff the office of the police ((~~ombudsman~~)) ombuds and the commission, including adequate staff to enable to ((~~ombudsman~~)) ombuds to perform the required duties and responsibilities of the office as well as providing staff assistance to the police ((~~ombudsman~~)) ombuds commission.

Section 14. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 15. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	MAGGIE YATES 6753
Contact E-Mail	MYATES@SPOKANECITY.ORG
Agenda Item Type	Information Only - Committee
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART
Agenda Item Name	TRAFFIC UNIT UPDATE

Agenda Wording

Update on traffic unit by Maggie Yates and Chief McNab.

Summary (Background)

Update on traffic unit by Maggie Yates and Chief McNab.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	myates@spokanecity.org
amcdaniel@spokanecity.org	mmcnab@spokanecity.org

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	SARAH NUSS 509-435-7026
Contact E-Mail	SNUSS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON
Agenda Item Name	0520 -SBO- WUI EVACUATION MODELING

Agenda Wording

Additional budget authority is being requested to contract for wildfire evacuation modeling across WUI areas of Spokane city, specifically in Latah, 9 Mile and 5 Mile.

Summary (Background)

Recent wildfires, the extension of Spokane's wildfire season brought on by climate change and the community's concerns has triggered this request. General Fund unappropriated fund balance is being requested due to the importance of the modeling results.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 68,200
Current Year Cost	$ 36,600
Subsequent Year(s) Cost	$ 31,600

Narrative

General Fund unappropriated fund balance would decrease by $36,600 in 2024 to accommodate this request. In 2025, the $31,600 would be baked into the Mayor's Office departmental budget as that is where the Office of Emergency Management resides.

Amount		**Budget Account**
Expense	$ 36,600	# 0520-30101-25600-54201-99999
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT	**MANAGEMENT &**	STRATTON, JESSICA
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	8/12/2024
Submitting Department	Mayor's Office (Emergency Management)
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org, 509-435-7026
Council Sponsor(s)	Dillon, Cathcart, Wilkerson
Select Agenda Item Type	☒ Discussion Time Requested: 5 mins
Agenda Item Name	Special Budget Ordinance – WUI Evacuation Modeling
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	The Wildland-Urban Interface (WUI) refers to areas where urban development meets or intermingles with wildland areas. Evacuation modeling in these regions is crucial for effective disaster management and ensuring public safety during wildfires. Evacuation modeling helps predict the dynamics of fire spread, traffic congestion, and human behavior to optimize evacuation strategies. Additional budget authority is being requested to contract for wildfire evacuation modeling across WUI areas of Spokane city, specifically in Latah, 9 Mile and 5 Mile. Recent wildfires, the extension of Spokane's wildfire season brought on by climate change and the community's concerns has triggered this request. General Fund unappropriated fund balance is being requested due to the importance of the modeling results.

Fiscal Impact

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

Total Cost: $68,200

Current year cost: $36,600

Subsequent year(s) cost: $31,600

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

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, one-time funds

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) One-time expense to occur over two years.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

General Fund unappropriated fund balance would decrease by $36,600 in 2024 to accommodate this request. In 2025, the $31,600 would be baked into the Mayor's Office departmental budget as that is where the Office of Emergency Management resides.

- What operational changes will occur because of this adjustment?

The Director of Emergency Management would contract out the modeling work either through a traditional vendor or via a project employee. Data gathered from this project will inform safe operations across emergency evacuations and across development projects.

- What are the potential risks or consequences of not approving the budget adjustment?

If this project is not approved, the city will not have robust data to inform evacuation planning efforts, nor to inform proper and safe development in certain geographical areas of the city.

- 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 findings from this work will be used to inform the updates to or the development of plans or projects citywide.

What current racial and other inequities might this special budget ordinance address?

This project does not directly address racial or other inequities, but its findings could indirectly impact the socio-economic population that often inhabits WUI areas.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, 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 Fund, the following changes be made:

1) Increase appropriation by $36,600.
A) Of the increased appropriation, $36,600 is provided solely for contractual services in the Mayor’s Office department.

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 obtain WUI evacuation modeling data, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

City Clerk's No. OPR 2024-0105

CITY OF SPOKANE

THIRD CONTRACT AMENDMENT/EXTENSION

Title: **HUMAN RESOURCES CONSULTING**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS,** whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support, which was previously amended on or about June 3, 2024; and

WHEREAS, due to staffing shortages in the Human Resources Department, there is a need to extend this work and add additional funds, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, effective December 11, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment/Extension shall become effective on September 7, 2024 and shall run through January 31, 2025.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SIXTY-TWO THOUSAND AND NO/100 DOLLARS** (**$62,000.00**), and applicable sales tax, in accordance with the updated Statement of Work, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments:
Updated Statement of Work

24-142

ATTACHMENT A

Updated Statement of Work

Provide HR support to the Spokane Fire Department including advice and assistance on employee discipline, collective bargaining agreement management, employee grievances and preparation for collective bargaining. Also be available to provide advice and assistance to other Human Resource Analysts on various employment issues including ADA and FMLA matters.

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Human Resources and Fire Department
Contact Name	Mike Ormsby
Contact Email & Phone	mormsby@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Dillon Council ,President Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5min
Agenda Item Name	Contract Amendment with Archbright
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has been contracting with Archbright to provide HR and related services, primarily to SFD. This is the third and final amendment to this contract. It's proposed to provide services from September 1st, 2024, to January 31st, 2025

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost: $45,000

Subsequent year(s) cost: $17,000 in 2025

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Reallocation

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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? The contract provides for essential services required by both HR and SFD for the operations of the Fire Department.

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SARAH 509-625-4146
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON
Agenda Item Name	0560-SBO-TRANSFER & CREATION OF THERAPEUTIC COURT POSITIONS

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts to support: Community Court, Domestic Violence Intervention Treatment Court, DUI Court, Drug Court, and Veterans Court for July 1, 2024 through June 30, 2025.

Summary (Background)

The award from the Administrative Office of the Courts supports salaries and benefits. This funding from the AOC is an ongoing stream; however, applications and budgets are required annually. The funding cannot supplant existing funds or positions. Through this funding, therapeutic courts would like to add an Accounting Clerk FTE and a Community Justice Specialist FTE. Therapeutic courts is additionally requesting a transfer of three FTE from Community Justice Services to Municipal Court.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 103,700
Current Year Cost	$ 103,700
Subsequent Year(s) Cost	$ prevailing wage funded by AOC

Narrative

The funding from the AOC is an ongoing source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

Amount		Budget Account
Expense	$ -43,600	# 0690-16100-23300-51001-99999
Expense	$ -23,100	# 0690-16100-23300-52310-99999
Expense	$ 67,100	# 0560-13100-12510-51001-99999
Expense	$ 36,600	# 0560-13100-12510-52310-99999
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	DELANEY, HOWARD	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	LOGAN, MARY	**MANAGEMENT &**	STRATTON, JESSICA
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Michael Diamond mdiamond@spokanecity.org	Sarah Thompson sthompson@spokanecity.org
Derrek Daniels ddaniels@spokanecity.org	Kim Bustos kbustos@spokanecity.org

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	CM Dillon; CM Cathcart; CM Navarrette
Select Agenda Item Type	☒ Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Transfer & Creation of Therapeutic Court Positions
Grant Item	☒ Yes ☐ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	Municipal Court received funding from the Administrative Office of the Courts (AOC) to support five therapeutic court programs: Community Court, Domestic Violence Intervention Treatment Court, DUI Court, Drug Court, and Veterans Court. Within the funding categories of the awards is salaries and benefits. Therapeutic court programs would like to add an Accounting Clerk FTE to provide grant and related expense coordination, documentation, and compilation, as well as being the primary liaison between the Therapeutic Court Coordinator and Accounting. This would be an AOC grant funded position. Therapeutic court programs would like to add a Community Justice Specialist FTE to support the creation and implementation of a Drug Court. This would be an AOC grant funded position. Furthermore, therapeutic courts is requesting a transfer of three FTE from the Community Justice Services dept to the Municipal Court dept as a housekeeping item. These positions have been and will continue to be AOC grant funded positions for the therapeutic courts. The funding from the AOC is an ongoing stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds or positions.

Fiscal Impact

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

Total Cost: $103,700

Current year cost: $103,700

Subsequent year(s) cost: prevailing wages as funded by AOC grants

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Yes, it is an on-going funding source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

The addition of the positions that are funded by the Administrative Office of the Courts will allow Therapeutic Courts to have additional staff to respond to participant needs.

- What operational changes will occur because of this adjustment?

These positions will support Therapeutic Courts.

- What are the potential risks or consequences of not approving the budget adjustment?

These positions are funded through the Administrative Office of the Courts, not utilizing the funds as outlined by the AOC may jeopardizes future awards.

- 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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

What current racial and other inequities might this special budget ordinance address?

This award is to support Therapeutic Court positions which in turn lead to greater outcomes and participant success.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, 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 Fund, the following changes be made:

1) Remove one classified Community Justice Counselor (from 21 to 20) from the Community Justice Services department.
2) Remove two classified Community Justice Specialist (from 7 to 5) from the Community Justice Services department.

3) Decrease appropriation by $66,700.
A) Of the decreased appropriation, $43,600 is removed from base wages.
B) Of the decreased appropriation, $23,100 is removed from employee benefits.

4) Add one classified Community Justice Counselor (from 0 to 1) in the Municipal Court department.
5) Add three classified Community Justice Specialists (from 0 to 3) in the Municipal Court department.
6) Add one classified Accounting Clerk (from 0 to 1) in the Municipal Court department.

7) Increase appropriation by $103,700.
A) Of the increased appropriation, $67,100 is provided solely for base wages.
B) Of the increased appropriation, $36,600 is provided solely for employee benefits.

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 staffing changes within the court system, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____

_____

City Clerk

Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT		
Contact Name/Phone	SARAH	509-625-4146	
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON	MCATHCART	BWILKERSON
Agenda Item Name	SPECIAL BUDGET ORDINANCE-THERAPEUTIC COURTS AOC AWARDS FOR FY		

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts to support: Community Court, Domestic Violence Intervention Treatment Court, Drug Court, DUI Court, and Veterans Court from July 1, 2024 through June 30, 2025.

Summary (Background)

The attached SBO is to increase revenue by $712,800 to fund the below therapeutic courts as follows: Community Court: $282,500 Domestic Violence Intervention Treatment Court: $251,550 Drug Court: $86,000 DUI Court: $76,350 Veterans Treatment Court: $16,400 The increased appropriation of $712,800 will fund the below city cost categories as follows: Base wages and benefits: $621,950 Equipment: $5,400 Travel: $47,950 Professional services: $37,500

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 712,800
Current Year Cost	$ 356,400
Subsequent Year(s) Cost	$ 356,400

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually.

Amount		Budget Account
Revenue	$ 712,800	# 1360-9XXXX-99999-33412-99999
Expense	$ 621,950	# 1360-9XXXX-12510-51001-99999
Expense	$ 47,950	# 1360-9XXXX-12510-54404-99999
Expense	$ 42,900	# 1360-9XXXX-12510-5XXXX-99999
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	DELANEY, HOWARD	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	LOGAN, MARY	**ACCOUNTING -**	MURRAY, MICHELLE
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Sarah Thompson sthompson@spokanecity.org	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-309-6948
Council Sponsor(s)	CM Dillon; CM Cathcart; CM Navarrette
Select Agenda Item Type	☒ Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance - Therapeutic Courts AOC awards for FY 2025
Grant Item	☒ Yes ☐ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	Municipal Court received funding from the Administrative Office of the Courts to support five therapeutic court programs: Community Court, Domestic Violence Intervention Treatment Court, Drug Court, DUI Court, and Veterans Court. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. The attached SBO is to increase revenue by $712,800 to fund the below therapeutic courts as follows: Community Court in the amount of $282,500. Domestic Violence Intervention Treatment Court in the amount of $251,550. Drug Court in the amount of $86,000. DUI Court in the amount of $76,350. Veterans Treatment Court in the amount of $16,400. The increased appropriation of $712,800 will fund the below city cost categories as follows: Base wages and benefits in the amount of $621,950. Equipment in the amount of $5,400. Travel in the amount of $47,950. Professional services in the amount of $37,500.

Fiscal Impact

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

Total Cost: $712,800

Current year cost: $356,400

Subsequent year(s) cost: $356,400

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Yes, it is an on-going funding source, but applications and awards are done annually by the AOC who follows the state's fiscal year.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

The acceptance of this funding will support the Therapeutic Court programs.

- What operational changes will occur because of this adjustment?

Therapeutic Courts will continue to operate and provide services to justice involved participants in the various programs.

- What are the potential risks or consequences of not approving the budget adjustment?

The City of Spokane and Municipal Court are at greater risk of unspent or unclaimed grant funds.

- 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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

What current racial and other inequities might this special budget ordinance address?

This Special Budget Ordinance is to accept funding from the Administrative Office of the Courts to support Therapeutic Court programs.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $712,800.
A) Of the increased revenue, $282,500 is provided by the Administrative Office of the Courts for the Community Court in the Municipal Court department.
B) Of the increased revenue, $251,550 is provided by the Administrative Office of the Courts for the Domestic Violence Intervention Treatment Court in the Municipal Court department.
C) Of the increased revenue, $86,000 is provided by the Administrative Office of the Courts for the Drug Court in the Municipal Court department.
D) Of the increased revenue, $76,350 is provided by the Administrative Office of the Courts for the DUI Court in the Municipal Court department.
E) Of the increased revenue, $16,400 is provided by the Administrative Office of the Courts for the Veterans Treatment Court in the Municipal Court department.

2) Increase appropriation by $712,800.
A) Of the increased appropriation, $621,950 is provided solely for base wages and benefits.
B) Of the increased appropriation, $5,400 is provided solely for minor equipment.
C) Of the increased appropriation, $47,950 is provided solely for travel.
D) Of the increased appropriation, $37,500 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Administrative Office of the Courts therapeutic court grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

DocuSign Envelope ID: AD434169-0495-414D-A3E1-53CF58403941

INTERAGENCY AGREEMENT – IAA25092
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-COMMUNITY COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Community Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

A. The awarded amount is $282,500.00 . Court will use funds as described in the Attachment A and Attachment B.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $282,500.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is $282,500.00 . The Court will use the funds for the following cost categories:

Cost Category	**Amount**
Personnel Costs	$260,000.00
Staff Equipment & Technology	$2,500.00
Team Training/Travel	$10,000.00
Treatment Services	$5,000.00
Recovery supports	$5,000.00
Other Direct Costs	$0.00
Total Amount	$282,500.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

A. Contract Number;
B. Court name, address, phone number;
C. Court Federal Tax Identification Number;
D. Description of Services to be provided;
E. Date(s) Services will be provided;
F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. This Agreement; and

C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	**Sarah Thompson** 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts

Dawn Marie Rubio 6/26/2024

Signature *Date*

Dawn Marie Rubio

Name

State Court Administrator

Title

Court

Howard Delaney 6/26/2024

Signature *Date*

Howard Delaney

Name

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
Allowable Expenses Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	**Unallowable Expenses** The list of unallowable expenses is not exhaustive. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.

Personnel Costs
Personnel salaries and benefits for staff while working on therapeutic court duties or procedures
 	
Court Staff including:
• Coordinator
• Case Manager
• Peer Support
• Prosecution
• Defense
• Probation
• Judicial Officers
  ○ Judges
  ○ Pro Tem Judges
  ○ Commissioners
 	
Supporting documents must list staff member name, staff member title, pay period
• Payroll Ledgers
• Pay Stubs
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	Personnel Costs
	Court Staff including:
	• Security Personnel
	• Supporting the salary/benefits of any staff member not related to the therapeutic court
	• Indirect Cost

Staff Equipment & Technology	**Staff Equipment & Technology** • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers
• Cell Phones
• Printers/Fax Machines
• Staff Desk equipment and supplies
  ○ Office Chairs for Staff
  ○ Office Desk for Staff
  ○ Desk Phone
  ○ Keyboard/Mouse
  ○ Monitor(s)
  ○ Headsets
  ○ Computer Webcams
  ○ Desk Organizers/Storage
  ○ Pens/Pencils
  ○ Paper/Notebooks
  ○ Paper Clips/Binders/Stapler
  ○ A/V equipment for courtroom
  ○ Other Office supplies
  ○ Translation Services (program materials)
• IT Maintenance and Tech Support
• Software Subscriptions
• Supplies for community meetings and staff retreats
 	
Supporting documents must list name of vendor, purchase date, amount paid, and method of payment
  • Receipts
  • Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	○ Beds
	○ Armoire
	○ Atelier
	○ Chaise longue
	○ Chifforobe
	○ Dresser
	○ TV Stands
	○ Bookcases
	○ Accent Chairs
	○ Conference Table
	• Software
	  ○ *New* subscriptions for case management software
	  ○ OCourt Subscriptions
	• Other Technology
	  ○ A/V equipment for conference rooms

<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	**<u>Team Training/Travel</u>** • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov
 	
Prioritized Trainings
• WSADCP trainings/conferences
• All Rise trainings/conferences
 	
Other Eligible Training Suggestions upon approval of contract team
• NADCP trainings/conferences
• Center for Justice Innovation (CJI) trainings/conferences
 	
Travel expenses related to training
• Meals (per diem rate)
• Air travel – travel insurance/refundable tickets recommended
• Lodging (per diem rate) – the AOC will not reimburse until after checkout
• Transportation
  ○ Mileage
  ○ Car rental
  ○ Parking
  ○ Other Transport
  ▪ Ferries
  ▪ Taxis
  ▪ Uber/Lyft
  ▪ Bus fare
  ▪ Shuttle fare
  ▪ Subway/Link/Railway fare
*Tips cover transportation and must not be over 15% of purchase total.
 	
Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment	

• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

<u>Treatment Services</u>
Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.
 	
• Participant Medical Insurance Deductibles and Spend Downs
• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
• Lab & Toxicology Testing
• Treatment Staff/Peer Support contracted by the court
  ○ Mental Health Services
  ○ Peer Support Services
  ○ SUDP
  ○ Veteran's Support Services
 	
<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
• Receipts
• Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	<u>Treatment Services</u>
	• Professional Licensing Fees
	• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<u>Recovery Supports</u>
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Food & Beverages ***Staff**
  ○ Meals (*<u>Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Cell Phones through a checkout program
• Cell Minutes
• Hygiene Products
• Recovery Housing- when all other supports have been exhausted
• Education
  ○ Parenting Classes
  ○ Financial Literacy
	<u>Recovery Supports</u>
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

• Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

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INTERAGENCY AGREEMENT – IAA25093
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DRUG COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Drug Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

A. The awarded amount is $86,000.00 . Court will use funds as described in the Attachment A and Attachment B.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $86,000.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is $86,000.00 . The Court will use the funds for the following cost categories:

Cost Category	**Amount**
Personnel Costs	$80,000.00
Staff Equipment & Technology	$1,000.00
Team Training/Travel	$5,000.00
Treatment Services	$0.00
Recovery supports	$0.00
Other Direct Costs	$0.00
Total Amount	$86,000.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

A. Contract Number;
B. Court name, address, phone number;
C. Court Federal Tax Identification Number;
D. Description of Services to be provided;
E. Date(s) Services will be provided;
F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. This Agreement; and

C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	**Sarah Thompson** 1100 W. Mallon Ave. Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts

Dawn Marie Rubio 6/26/2024

Signature *Date*

Dawn Marie Rubio

Name

State Court Administrator

Title

Court

Howard Delaney 6/26/2024

Signature *Date*

Howard Delaney

Name

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
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Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
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Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
Allowable Expenses Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	**Unallowable Expenses** The list of unallowable expenses is not exhaustive. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.

Personnel Costs
Personnel salaries and benefits for staff while working on therapeutic court duties or procedures
 	
Court Staff including:
• Coordinator
• Case Manager
• Peer Support
• Prosecution
• Defense
• Probation
• Judicial Officers
  ○ Judges
  ○ Pro Tem Judges
  ○ Commissioners
 	
Supporting documents must list staff member name, staff member title, pay period
• Payroll Ledgers
• Pay Stubs
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	Personnel Costs
	Court Staff including:
	• Security Personnel
	• Supporting the salary/benefits of any staff member not related to the therapeutic court
	• Indirect Cost

Staff Equipment & Technology	**Staff Equipment & Technology** • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers
• Cell Phones
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<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	**<u>Team Training/Travel</u>** • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

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• All Rise trainings/conferences
 	
Other Eligible Training Suggestions upon approval of contract team
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• Center for Justice Innovation (CJI) trainings/conferences
 	
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• Meals (per diem rate)
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  ▪ Bus fare
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*Tips cover transportation and must not be over 15% of purchase total.
 	
Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment	

• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

<u>Treatment Services</u>
Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.
 	
• Participant Medical Insurance Deductibles and Spend Downs
• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
• Lab & Toxicology Testing
• Treatment Staff/Peer Support contracted by the court
  ○ Mental Health Services
  ○ Peer Support Services
  ○ SUDP
  ○ Veteran's Support Services
 	
<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
• Receipts
• Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	<u>Treatment Services</u>
	• Professional Licensing Fees
	• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<u>Recovery Supports</u>
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Food & Beverages ***Staff**
  ○ Meals (*<u>Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Cell Phones through a checkout program
• Cell Minutes
• Hygiene Products
• Recovery Housing- when all other supports have been exhausted
• Education
  ○ Parenting Classes
  ○ Financial Literacy
	<u>Recovery Supports</u>
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

• Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

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INTERAGENCY AGREEMENT – IAA25094
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DUI COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DUI Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

A. The awarded amount is $76,350.00 . Court will use funds as described in the Attachment A and Attachment B.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $76,350.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is $76,350.00 . The Court will use the funds for the following cost categories:

Cost Category	**Amount**
Personnel Costs	$54,950.00
Staff Equipment & Technology	$500.00
Team Training/Travel	$13,400.00
Treatment Services	$2,500.00
Recovery supports	$5,000.00
Other Direct Costs	$0.00
Total Amount	$76,350.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

A. Contract Number;
B. Court name, address, phone number;
C. Court Federal Tax Identification Number;
D. Description of Services to be provided;
E. Date(s) Services will be provided;
F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. This Agreement; and

C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	**Sarah Thompson** 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts

Dawn Marie Rubio 6/26/2024

Signature *Date*

Dawn Marie Rubio

Name

State Court Administrator

Title

Court

Howard Delaney 6/26/2024

Signature *Date*

Howard Delaney

Name

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
Allowable Expenses Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	**Unallowable Expenses** The list of unallowable expenses is not exhaustive. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.

Personnel Costs
Personnel salaries and benefits for staff while working on therapeutic court duties or procedures
 	
Court Staff including:
• Coordinator
• Case Manager
• Peer Support
• Prosecution
• Defense
• Probation
• Judicial Officers
  ○ Judges
  ○ Pro Tem Judges
  ○ Commissioners
 	
Supporting documents must list staff member name, staff member title, pay period
• Payroll Ledgers
• Pay Stubs
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	Personnel Costs
	Court Staff including:
	• Security Personnel
	• Supporting the salary/benefits of any staff member not related to the therapeutic court
	• Indirect Cost

Staff Equipment & Technology	**Staff Equipment & Technology** • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers
• Cell Phones
• Printers/Fax Machines
• Staff Desk equipment and supplies
  ○ Office Chairs for Staff
  ○ Office Desk for Staff
  ○ Desk Phone
  ○ Keyboard/Mouse
  ○ Monitor(s)
  ○ Headsets
  ○ Computer Webcams
  ○ Desk Organizers/Storage
  ○ Pens/Pencils
  ○ Paper/Notebooks
  ○ Paper Clips/Binders/Stapler
  ○ A/V equipment for courtroom
  ○ Other Office supplies
  ○ Translation Services (program materials)
• IT Maintenance and Tech Support
• Software Subscriptions
• Supplies for community meetings and staff retreats
 	
Supporting documents must list name of vendor, purchase date, amount paid, and method of payment
  • Receipts
  • Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	○ Beds
	  ○ Armoire
	  ○ Atelier
	  ○ Chaise longue
	  ○ Chifforobe
	  ○ Dresser
	  ○ TV Stands
	  ○ Bookcases
	  ○ Accent Chairs
	  ○ Conference Table
	• Software
	  ○ *New* subscriptions for case management software
	  ○ OCourt Subscriptions
	• Other Technology
	  ○ A/V equipment for conference rooms

<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	**<u>Team Training/Travel</u>** • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov
 	
Prioritized Trainings
• WSADCP trainings/conferences
• All Rise trainings/conferences
 	
Other Eligible Training Suggestions upon approval of contract team
• NADCP trainings/conferences
• Center for Justice Innovation (CJI) trainings/conferences
 	
Travel expenses related to training
• Meals (per diem rate)
• Air travel – travel insurance/refundable tickets recommended
• Lodging (per diem rate) – the AOC will not reimburse until after checkout
• Transportation
  ○ Mileage
  ○ Car rental
  ○ Parking
  ○ Other Transport
  ▪ Ferries
  ▪ Taxis
  ▪ Uber/Lyft
  ▪ Bus fare
  ▪ Shuttle fare
  ▪ Subway/Link/Railway fare
*Tips cover transportation and must not be over 15% of purchase total.
 	
Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment	

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• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

<u>Treatment Services</u>
Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.
 	
• Participant Medical Insurance Deductibles and Spend Downs
• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
• Lab & Toxicology Testing
• Treatment Staff/Peer Support contracted by the court
  ○ Mental Health Services
  ○ Peer Support Services
  ○ SUDP
  ○ Veteran's Support Services
 	
<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
• Receipts
• Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	<u>Treatment Services</u>
	• Professional Licensing Fees
	• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

Recovery Supports
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Food & Beverages ***Staff**
  ○ Meals (*Must follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)
  ○ Non-alcoholic Beverages *(*no mocktails allowed)*
• Cell Phones through a checkout program
• Cell Minutes
• Hygiene Products
• Recovery Housing- when all other supports have been exhausted
• Education
  ○ Parenting Classes
  ○ Financial Literacy
	Recovery Supports
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

• Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

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INTERAGENCY AGREEMENT – IAA25095
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DVIT COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DVIT Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

A. The awarded amount is $251,550.00 . Court will use funds as described in the Attachment A and Attachment B.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $251,550.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is $251,550.00 . The Court will use the funds for the following cost categories:

Cost Category	**Amount**
Personnel Costs	$227,000.00
Staff Equipment & Technology	$1,000.00
Team Training/Travel	$13,550.00
Treatment Services	$5,000.00
Recovery supports	$5,000.00
Other Direct Costs	$0.00
Total Amount	$251,550.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

A. Contract Number;
B. Court name, address, phone number;
C. Court Federal Tax Identification Number;
D. Description of Services to be provided;
E. Date(s) Services will be provided;
F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. This Agreement; and

C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	**Sarah Thompson** 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts

Dawn Marie Rubio 7/1/2024

Signature *Date*

Dawn Marie Rubio

Name

State Court Administrator

Title

Court

Howard Delaney 7/1/2024

Signature *Date*

Howard Delaney

Name

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at https://allrise.org/trainings/online-courses/
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
Allowable Expenses Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	**Unallowable Expenses** The list of unallowable expenses is not exhaustive. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.

Personnel Costs
Personnel salaries and benefits for staff while working on therapeutic court duties or procedures
 	
Court Staff including:
• Coordinator
• Case Manager
• Peer Support
• Prosecution
• Defense
• Probation
• Judicial Officers
  ○ Judges
  ○ Pro Tem Judges
  ○ Commissioners
 	
Supporting documents must list staff member name, staff member title, pay period
• Payroll Ledgers
• Pay Stubs
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	Personnel Costs
	Court Staff including:
	• Security Personnel
	• Supporting the salary/benefits of any staff member not related to the therapeutic court
	• Indirect Cost

Staff Equipment & Technology	**Staff Equipment & Technology** • Furniture ○ Couches

• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers
• Cell Phones
• Printers/Fax Machines
• Staff Desk equipment and supplies
  ○ Office Chairs for Staff
  ○ Office Desk for Staff
  ○ Desk Phone
  ○ Keyboard/Mouse
  ○ Monitor(s)
  ○ Headsets
  ○ Computer Webcams
  ○ Desk Organizers/Storage
  ○ Pens/Pencils
  ○ Paper/Notebooks
  ○ Paper Clips/Binders/Stapler
  ○ A/V equipment for courtroom
  ○ Other Office supplies
  ○ Translation Services (program materials)
• IT Maintenance and Tech Support
• Software Subscriptions
• Supplies for community meetings and staff retreats
 	
Supporting documents must list name of vendor, purchase date, amount paid, and method of payment
  • Receipts
  • Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	○ Beds
	  ○ Armoire
	  ○ Atelier
	  ○ Chaise longue
	  ○ Chifforobe
	  ○ Dresser
	  ○ TV Stands
	  ○ Bookcases
	  ○ Accent Chairs
	  ○ Conference Table
	• Software
	  ○ *New* subscriptions for case management software
	  ○ OCourt Subscriptions
	• Other Technology
	  ○ A/V equipment for conference rooms

<u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.	**<u>Team Training/Travel</u>** • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov
 	
Prioritized Trainings
• WSADCP trainings/conferences
• All Rise trainings/conferences
 	
Other Eligible Training Suggestions upon approval of contract team
• NADCP trainings/conferences
• Center for Justice Innovation (CJI) trainings/conferences
 	
Travel expenses related to training
• Meals (per diem rate)
• Air travel – travel insurance/refundable tickets recommended
• Lodging (per diem rate) – the AOC will not reimburse until after checkout
• Transportation
  ○ Mileage
  ○ Car rental
  ○ Parking
  ○ Other Transport
  ▪ Ferries
  ▪ Taxis
  ▪ Uber/Lyft
  ▪ Bus fare
  ▪ Shuttle fare
  ▪ Subway/Link/Railway fare
*Tips cover transportation and must not be over 15% of purchase total.
 	
<u>Supporting documents</u> must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment	

• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	

<u>Treatment Services</u>
Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.
 	
• Participant Medical Insurance Deductibles and Spend Downs
• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
• Lab & Toxicology Testing
• Treatment Staff/Peer Support contracted by the court
  ○ Mental Health Services
  ○ Peer Support Services
  ○ SUDP
  ○ Veteran's Support Services
 	
<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
• Receipts
• Invoices
Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.
	<u>Treatment Services</u>
	• Professional Licensing Fees
	• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<u>Recovery Supports</u>
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages *(*no mocktails allowed*)
• Food & Beverages ***Staff**
  ○ Meals (*<u>Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)
  ○ Non-alcoholic Beverages *(*no mocktails allowed*)
• Cell Phones through a checkout program
• Cell Minutes
• Hygiene Products
• Recovery Housing- when all other supports have been exhausted
• Education
  ○ Parenting Classes
  ○ Financial Literacy
	<u>Recovery Supports</u>
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

• Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

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INTERAGENCY AGREEMENT – IAA25096
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-VETERANS COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Veterans Court (Court), (individually known as "Party" and collectively known as "Parties").

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

A. The awarded amount is $16,400.00 . Court will use funds as described in the Attachment A and Attachment B.

B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

A. AOC will reimburse the Court up to a maximum/NTE/ of $16,400.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.

C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov

D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall maintain sufficient backup documentation of expenses under this agreement.

F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.

G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is $16,400.00 . The Court will use the funds for the following cost categories:

Cost Category	**Amount**
Personnel Costs	$0.00
Staff Equipment & Technology	$400.00
Team Training/Travel	$6,000.00
Treatment Services	$5,000.00
Recovery supports	$5,000.00
Other Direct Costs	$0.00
Total Amount	$16,400.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

A. Contract Number;
B. Court name, address, phone number;
C. Court Federal Tax Identification Number;
D. Description of Services to be provided;
E. Date(s) Services will be provided;
F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

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

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XV. ASSIGNMENT

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This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative Office of the Courts

Dawn Marie Rubio 6/26/2024

Signature *Date*

Dawn Marie Rubio

Name

State Court Administrator

Title

Court

Howard Delaney 6/26/2024

Signature *Date*

Howard Delaney

Name

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

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- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
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- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
Allowable Expenses Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.	**Unallowable Expenses** The list of unallowable expenses is not exhaustive. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.

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Supporting documents must list staff member name, staff member title, pay period
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	Court Staff including:
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*Tips cover transportation and must not be over 15% of purchase total.
 	
Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment	

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• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)
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<u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment
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	<u>Treatment Services</u>
	• Professional Licensing Fees
	• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

Recovery Supports
Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.
****Not an exhaustive list***
 	
• Participant Transportation
  ○ Bus Passes
  ○ Uber/Lyft Rides
  ○ Car Services
  ○ Other Transit Services
• Food & Beverages - ***Participants**
  ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than $20.00 per person)
  ○ Snacks
  ○ Water
  ○ Non-alcoholic Beverages (**no mocktails allowed*)
• Food & Beverages ***Staff**
  ○ Meals (*<u>Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)
  ○ Non-alcoholic Beverages (**no mocktails allowed*)
• Cell Phones through a checkout program
• Cell Minutes
• Hygiene Products
• Recovery Housing- when all other supports have been exhausted
• Education
  ○ Parenting Classes
  ○ Financial Literacy
	Recovery Supports
	• Gas cards
	• Gift Cards
	• Gifts
	• Logoed apparel
	• Driver Educational Courses
	• License reinstatement fees (i.e. Tickets, fines, etc.)
	• Advertising on radio stations, newspapers, billboards, etc.

• Graduation supplies • Driver's license/ID replacement fee Supporting documents must list name of vendor, purchase date, amount paid, and method of payment • Receipts • Invoices Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.	
Other Direct Costs Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit toCLJTherapeuticCourtsApplications@courts.wa.gov	

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	MAGGIE YATES 6753
Contact E-Mail	MYATES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART
Agenda Item Name	COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – SPOKANE POLICE CHIEF

Agenda Wording

Kevin Hall was selected as the Chief of the Spokane Police Department by Mayor Brown and is being presented for confirmation to City Council.

Summary (Background)

Chief Hall comes to Spokane from Tucson, Arizona where he has served with the Tucson Police Department for more than 30 years. Chief Hall has served as Assistant Chief of Police since 2016.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	JONES, GARRETT		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	JONES, GARRETT		

Distribution List	
	myates@spokanecity.org
amcdaniel@spokanecity.org	

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	8/12/2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	myates@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5
Agenda Item Name	Council Confirmation of Mayoral Appointee – Spokane Police Chief
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Kevin Hall was selected as the Chief of the Spokane Police Department by Mayor Brown and is being presented for confirmation to City Council. Chief Hall comes to Spokane from Tucson, Arizona where he has served with the Tucson Police Department for more than 30 years. Chief Hall has served as Assistant Chief of Police since 2016. Chief Hall has led the Special Services and Innovation Bureau, Patrol Services Bureau, and worked in the Homicide, Home Invasion, Physical Child Abuse, SWAT, and Patrol units. He also helped expand the Tucson Police Department's Mental Health Support Team to include a Substance Use Response Team and Homeless Outreach Team, as well as championed placing behavioral health clinicians within Tucson's 911 call center to triage mental health calls. Chief Hall has been credited for his innovative approaches to community-based violent crime reduction, alternative staffing and response models, traffic safety planning, as well as ethical and equitable budgeting. In June, he was named to the Evidence-Based Policing Hall of Fame.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

RESOLUTION 2024 – _____

A resolution approving the appointment of Kevin Hall as the Police Chief for the Spokane Police Department.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Kevin Hall as the Police Chief of the Spokane Police Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kevin Hall as the Police Chief of the Spokane Police Department.

PASSED BY THE CITY COUNCIL ON _____, 2024.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/26/2024

Date Rec'd	7/12/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CANDI DAVIS 625-6719
Contact E-Mail	CLDAVIS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	JBINGLE
Agenda Item Name	0320 - RESOLUTION SUPPORTING SPORTS OFFICIALS

Agenda Wording

Resolution commending sports officials in youth and amateur athletics.

Summary (Background)

The resolution recognizes that participation in athletics teaches values of fair play, respect for authority and the rule of law, and teamwork, and the resolution recognizes that sports officials are essential to athletics and instilling these core values. The resolution includes a provision to declare a particular month (not yet designated) as "Sports Officials Appreciation Month."

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Not applicable

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Committee Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Spokane City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	Recognizing Sport Officials/Referee
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Resolution commending sports officials in youth and amateur athletics. The resolution recognizes that participation in athletics teaches values of fair play, respect for authority and the rule of law, and teamwork, and the resolution recognizes that sports officials are essential to athletics and instilling these core values. The resolution includes a provision to declare a particular month (not yet designated) as "Sports Officials Appreciation Month."

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

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

  This would create a safe and secure environment for all players and sport officials.

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

Not applicable.

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

  Not applicable

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

  This resolution constitutes a formal statement by the City of support for sports officials.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

  No applicable subcommittee.

RESOLUTION NO. 2024- _____

A Resolution recognizing the contributions of sports officials in the City of Spokane.

WHEREAS, sports participation has been an integral part of American society for centuries and is an instrumental part of national life today; and

WHEREAS, sporting events have critical components to their continued success, such as players, coaches, fans, and sports officials; and

WHEREAS, sports officials are known as the neutral arbiters of American athletics, and instill fairness, fairly and impartially implement rules of the game, and provide valuable lessons of sportsmanship, teamwork, and respect for officials, administrators, and fellow athletes: and

WHEREAS, many sports officials volunteer their time or receive only minimal compensation and participate out of a sheer love of the game and to teach children who play the game the valuable lessons that are learned through participating in sports, such as working together to achieve a common goal; and

WHEREAS, sports officials are critical to every athletic contest, and every effort should be made to support sports officials and ensure there are a sufficient number of qualified sports officials to carry out these duties; and

WHEREAS, sports officials who give their time and energy to officiate games deserve the collective respect of Spokane citizens, and must have collective support while creating a safe and secure environment for participants to play; and

WHEREAS, young people observe both the good and bad behavior of their sports heroes, other athletes, coaches, and fans and often emulate that behavior in either a positive or negative manner; and

WHEREAS, as a society, Spokane citizens must act on the belief that respect for authority – whether on the field of athletics or in life overall - is critical to living, working, and playing together in a civil society governed by the rule of law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spokane, State of Washington, expresses its appreciation to all those sports officials in recreational and school programs who do all they can to promote sports as a beacon to highlight positive behavior, and who ensure good sportsmanship and fair play in American athletics.

BE IT ALSO RESOLVED, that the City of Spokane recognizes the contributions of all sports officials and declares the month of _____as Sports Officials Appreciation month.

ADOPTED by the City Council this ____ day of _____, 2024.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS (509)435-7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	1970- DEPT. OF ECOLOGY HAZMAT GRANT

Agenda Wording

Acceptance of Department of Ecology hazmat equipment grant for the Spokane Fire Department.

Summary (Background)

Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling $140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. Grant period of performance ending June 30, 2025.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 140,000
Current Year Cost	$ 140,000
Subsequent Year(s) Cost	$ N/A

Narrative

Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of Spokane Fire members. There is no required grant match of City funds.

Amount		Budget Account
Revenue	$ 140,000	# 1440-93548-99999-33431
Expense	$ 140,000	# 1440-93548-various
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	NEIWERT, DARIN D.	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	O'BERG, JULIE	**ACCOUNTING -**	MURRAY, MICHELLE
Accounting Manager	SCHMITT, KEVIN		
Legal	BEATTIE, LAUREN		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Julie O'Berg joberg@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
Mike Forbes mforbes@spokanecity.org	Rob Mathews rcmathews@spokanecity,org
Tom Williams tmwilliams@spokanecity.org	

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire/EMS
Contact Name	Assistant Fire Chief Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance - Dept. of Ecology hazmat grant
Grant Item	☒ Yes ☐ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling $140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. There is no required grant match of City funds. Grant period of performance ending June 30, 2025. Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of SFD members.

Fiscal Impact

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

Total Cost: $140,000

Current year cost: $140,000

Subsequent year(s) cost:

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? It is a July 1, 2024 thru June 30, 2025 grant

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
  Net impact is zero.

- What operational changes will occur because of this adjustment?
  Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of SFD members.

- What are the potential risks or consequences of not approving the budget adjustment?
  Leaving grant money 'on the table' and not receiving the operational benefits of increased equipment and training.

- 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?
  It follows grant SMC and indirectly allows for service levels to be maintained, if not slightly improved.

What current racial and other inequities might this special budget ordinance address?
It supports any resident that may benefit from hazmat cleanup.

Agreement No. SPPREG-2325-Spokan-00015

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

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

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	$140,000.00
Total Eligible Cost:	$140,000.00
Ecology Share:	$140,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Equipment Cache Grant

Project Short Description:
Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents.

Project Long Description:
The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of

hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:
The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient’s emergency response role.

DRAFT

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000
Billing Contact	Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310

DRAFT

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Savanna Perez PO Box 47600 Olympia, Washington 98504-7600 Email: sape461@ecy.wa.gov Phone: (360) 485-5921
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

DRAFT

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.
B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

DRAFT

SCOPE OF WORK

Task Number: 2 **Task Cost:** $100,000.00

Task Title: New Response Equipment and Resources

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible Air Monitoring, Chemical Detection, Containment, Cache Trailer, Decontamination, Foam, PPE, Vehicle, and Vessel equipment	
2.2	Schedule equipment inspection with Ecology	

DRAFT

SCOPE OF WORK

Task Number: 3 **Task Cost:** $30,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:
A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project in accordance with COVID-19 guidance from Washington State Department of Labor & Industries, Department of Health and the Governor's office.
B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:
Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	Complete approved eligible training	
3.2	Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials	

DRAFT

SCOPE OF WORK

Task Number: 4 **Task Cost:** $10,000.00

Task Title: Maintenance and Enhancement of Existing Response E

Task Description:
The RECIPIENT will carry out the repairs, maintenance, and enhancements necessary to maximize the benefits from existing response equipment, tools, and supplies as described in the project.

Task Goal Statement:
Build response capacity through the enhancement, repair, or maintenance of existing response equipment.

Task Expected Outcome:
1. Timely and complete implementation of the task.

2. Maximize the benefits of existing equipment through enhancements, maintenance, and repairs.

3. Sustain and increase local oil spill and hazardous materials incident response and firefighting capacity.

4. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

Maintenance and Enhancement of Existing Response E

Deliverables

Number	Description	Due Date
4.1	Complete equipment maintenance, repair, or enhancement	
4.2	Schedule equipment inspection with Ecology	

DRAFT

BUDGET

Funding Distribution EG240763

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigat
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Safeguarding Communities: A Hazmat Mitigation Gran	Task Total
Project Administration	$ 0.00
New Response Equipment and Resources	$ 100,000.00
Spill Response and Hazardous Materials Training	$ 30,000.00
Maintenance and Enhancement of Existing Response E	$ 10,000.00
Total:	**$ 140,000.00**

DRAFT

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	$ 0.00	$ 140,000.00	$ 140,000.00
Total		**$ 0.00**	**$ 140,000.00**	**$ 140,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Council Meeting Date: 08/19/2024

Date Rec'd	8/1/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS (509)435-7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	1970- SBO FOR DOE HAZMAT GRANT

Agenda Wording

Acceptance of Department of Ecology hazmat grant and associated budget authority increase.

Summary (Background)

Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling $140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. Grant period of performance ending June 30, 2025 Budget authority needs to be increased to accommodate this grant.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 140,000
Current Year Cost	$ 140,000
Subsequent Year(s) Cost	$ N/A

Narrative

Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of Spokane Fire members. There is no required grant match of City funds.

Amount		Budget Account
Revenue	$ 140,000	# 1440-93548-99999-33431
Expense	$ 140,000	# 1440-93548-various
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	NEIWERT, DARIN D.	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	O'BERG, JULIE	**MANAGEMENT &**	STRATTON, JESSICA
Accounting Manager	SCHMITT, KEVIN	**ACCOUNTING -**	MURRAY, MICHELLE
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	Mike Forbes mforbes@spokanecity.org
Rob Mathews rcmathews@spokanecity.org	Tom Williams tmwilliams@spokanecity.org
Julie O'Berg joberg@spokanecity.org	

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire/EMS
Contact Name	Assistant Fire Chief Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance - Dept. of Ecology hazmat grant
Grant Item	☒ Yes ☐ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda
Summary **What is the specific purpose or need for the budget adjustment?** **What changes or developments have triggered this request?**	Spokane Fire applied for and successfully was awarded a grant from the Department of Ecology totaling $140,000 under the spill prevention, preparedness, and response equipment grant program. Funds will be used to procure new hazmat response equipment & resources, spill response & hazardous materials training, and maintenance & enhancement of existing equipment. There is no required grant match of City funds. Grant period of performance ending June 30, 2025. Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of SFD members.

Fiscal Impact

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

Total Cost: $140,000

Current year cost: $140,000

Subsequent year(s) cost:

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? It is a July 1, 2024 thru June 30, 2025 grant

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
  Net impact is zero.

- What operational changes will occur because of this adjustment?
  Grant funding will be used to fund approximately $110,000 in equipment & supplies and $30,000 towards training costs of SFD members.

- What are the potential risks or consequences of not approving the budget adjustment?
  Leaving grant money 'on the table' and not receiving the operational benefits of increased equipment and training.

- 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?
  It follows grant SMC and indirectly allows for service levels to be maintained, if not slightly improved.

What current racial and other inequities might this special budget ordinance address?
It supports any resident that may benefit from hazmat cleanup.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Fire Grants Misc 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 Fire Grants Misc Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $140,000.
A) Of the increased revenue, $140,000 is provided by the Washington Department of Ecology through the Spill Prevention, Preparedness, and Response Equipment Grant program.

2) Increase appropriation by $140,000.
A) Of the increased appropriation, $110,000 is to be provided solely for equipment.
B) Of the increased appropriation, $30,000 is to be provided solely for registration/schooling.

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 accept grant funding from Dept. of Ecology for hazmat response equipment and training, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agreement No. SPPREG-2325-Spokan-00015

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

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

GENERAL INFORMATION

Project Title:	Safeguarding Communities: A Hazmat Mitigation Grant
Total Cost:	$140,000.00
Total Eligible Cost:	$140,000.00
Ecology Share:	$140,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Equipment Cache Grant

Project Short Description:
Our grant request aims to fund a comprehensive Hazardous Materials Response and Preparedness Initiative. It covers essential equipment, enhancing our response, personnel safety, and environmental protection during hazardous materials incidents.

Project Long Description:
The Spokane Fire Department's grant proposal centers on implementing a robust Hazardous Materials Response and Preparedness Initiative. This initiative is designed to bolster our capacity to effectively handle hazardous materials incidents and environmental protection for Spokane and the broader Pacific Northwest region we serve.

The key components of this initiative encompass the acquisition of critical resources and the provision of essential training. These include installing an Area Rae System, a cutting-edge technology that allows real-time monitoring of

hazardous gases, enhancing our ability to respond to potential dangers swiftly.

To further fortify our response capabilities, we aim to procure river booms designed for oil spill cleanup, providing a crucial safeguard for local water bodies and ecosystems. In addition, our project seeks to engage professional instructors who will impart advanced Hazmat safety training to our personnel, ensuring their readiness and competence in managing hazardous materials incidents.

We recognize the importance of keeping our equipment up to date. Thus, this grant will support replacing outdated Hazmat technology with state-of-the-art solutions, equipping our responders with the latest tools to mitigate risks effectively.

The initiative also addresses the need for protective measures by providing disposable fire blankets and decontamination supplies, mitigating environmental, personal, and community exposures during hazardous materials incidents. Catch basins for Hazmat cleanup are included to facilitate efficient and responsible containment and disposal of hazardous materials.

The Spokane Fire Department's commitment to safeguarding our community, environment, and the greater Pacific Northwest region is at the core of this proposal. By securing the necessary funding for these critical elements, we aim to bolster our response and preparedness, reducing the potential impacts of hazardous materials incidents and enhancing our personnel's and the environment's safety.

Overall Goal:
The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient’s emergency response role.

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RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Robert Mathews Capt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000
Billing Contact	Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310

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ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632
Financial Manager	Savanna Perez PO Box 47600 Olympia, Washington 98504-7600 Email: sape461@ecy.wa.gov Phone: (360) 485-5921
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899

DRAFT

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.
B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

DRAFT

SCOPE OF WORK

Task Number: 2 **Task Cost:** $100,000.00

Task Title: New Response Equipment and Resources

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible Air Monitoring, Chemical Detection, Containment, Cache Trailer, Decontamination, Foam, PPE, Vehicle, and Vessel equipment	
2.2	Schedule equipment inspection with Ecology	

DRAFT

SCOPE OF WORK

Task Number: 3 **Task Cost:** $30,000.00

Task Title: Spill Response and Hazardous Materials Training

Task Description:
A. The RECIPIENT will complete approved, eligible training related to Oil Spill and Hazardous Materials Response and Firefighting capacity building to support the described project in accordance with COVID-19 guidance from Washington State Department of Labor & Industries, Department of Health and the Governor's office.
B. The RECIPIENT will maintain training and certifications in support of the safe and effective use and deployment of any equipment, tools, and resources necessary for the implementation of the described project.

Task Goal Statement:
Complete training for oil spill and hazardous materials incident and firefighting response to support response capacity building as described in the project.

Task Expected Outcome:
1. Timely and complete implementation of the task.
2. Improve local, regional, and statewide response capacity through maintaining appropriate training and certifications for oil spill and hazardous materials incident response.
3. Improve responder and public safety through training and certification in the use of requested equipment, tools, and supplies appropriate for the role or target role in an oil spill or hazardous materials incident.

Recipient Task Coordinator: Robert Mathews

Spill Response and Hazardous Materials Training

Deliverables

Number	Description	Due Date
3.1	Complete approved eligible training	
3.2	Provide training documentation to Ecology, such as sign-in sheet and roster, trainer contracts/agreements, and copies of outreach materials	

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SCOPE OF WORK

Task Number: 4 **Task Cost:** $10,000.00

Task Title: Maintenance and Enhancement of Existing Response E

Task Description:
The RECIPIENT will carry out the repairs, maintenance, and enhancements necessary to maximize the benefits from existing response equipment, tools, and supplies as described in the project.

Task Goal Statement:
Build response capacity through the enhancement, repair, or maintenance of existing response equipment.

Task Expected Outcome:
1. Timely and complete implementation of the task.

2. Maximize the benefits of existing equipment through enhancements, maintenance, and repairs.

3. Sustain and increase local oil spill and hazardous materials incident response and firefighting capacity.

4. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

Maintenance and Enhancement of Existing Response E

Deliverables

Number	Description	Due Date
4.1	Complete equipment maintenance, repair, or enhancement	
4.2	Schedule equipment inspection with Ecology	

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BUDGET

Funding Distribution EG240763

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Safeguarding Communities: A Hazmat Mitigat
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Safeguarding Communities: A Hazmat Mitigation Gran	Task Total
Project Administration	$ 0.00
New Response Equipment and Resources	$ 100,000.00
Spill Response and Hazardous Materials Training	$ 30,000.00
Maintenance and Enhancement of Existing Response E	$ 10,000.00
Total:	**$ 140,000.00**

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Safeguarding Communities: A Hazmat Mitigation Gran	0.00 %	$ 0.00	$ 140,000.00	$ 140,000.00
Total		**$ 0.00**	**$ 140,000.00**	**$ 140,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

DRAFT

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 08/26/2024

Date Rec'd	7/29/2024
Clerk's File #	
Cross Ref #	SEE INTERLOCAL AGENDA ITEM
Project #	

Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	5924-23
Contact Name/Phone	MICHAEL 625-6468	**Requisition #**	CR 26519
Contact E-Mail	MSLOON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	5300 ECEPTIONIST, INC IMPLEMENTATION, LICENSING & SUPPORT		

Agenda Wording

Eceptionist, Inc. (Houston, TX) provides referral management software supporting City/County Supervision Departments/Criminal Justice Services. Total contract term is August 1, 2024-July 31, 20295. First year cost is $144,500.00 plus tax.

Summary (Background)

Eceptionist, Inc. (Houston, TX) provides referral management software (SaaS) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR). This is a five-year contract with 5 - 1 yr. renewal options. Total contract term is August 1, 2024 to July 31, 2029. First year cost is $144,500.00 plus tax which includes licensing, customization, training, and implementation of the software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 144,500.00 plus tax
Current Year Cost	**$** 144,500.00 plus tax
Subsequent Year(s) Cost	**$** 380,000.00 plus tax

Narrative

This contract is for the replacement of the existing Online Referral System. This was selected via RFP #5924-23 Online Reporting Tool (OLR). The Interlocal Agreement with Spokane County provides that the costs will be split 50/50.

Amount		**Budget Account**
Expense	**$** 157,505.00	**#** 5310-73100-18880-54214-99999 Year 1
Revenue	**$** 78,752.50	**#** 5310-73100-99999-33772-99999 Year 1
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ	**PURCHASING**	NECHANICKY, JASON
Division Director	SLOON, MICHAEL		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Dirk Voorhees dirk.voorhees@eceptionist.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org
cbaird@spokanecity.org	

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	CM Dillon; CM Cathcart; CM Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Eceptionist, Inc Implementation, Licensing & Support
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Eceptionist, Inc. (Houston, TX) provides referral management Software in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR). This is a five-year contract with 5 – 1 yr. renewal options. Total contract term is August 1, 2024 – July 31, 2029. First year cost is $144,500.00 plus tax which includes licensing, customization, training, and implementation of the software.

Fiscal Impact

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

Total Cost: $144,500.00

Current year cost: $144,500.00 plus tax

Subsequent year(s) cost: $95,000.00 plus tax

Narrative: This contract is for the replacement of the existing Online Referral System. This was selected via RFP #5924-23 Online Reporting Tool (OLR).

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

Specify funding source: Select Funding Source*

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

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Not applicable – Software implementation, annual subscription & maintenance

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

Not applicable – Software implementation annual subscription & maintenance

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

Not applicable – Software implementation annual subscription & maintenance
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Online Referral Subscription.

City Clerk's No. _____

City of Spokane

CONTRACT

ONLINE REPORTING TOOL (OLR)

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ECEPTIONIST, INC.**, whose address is 7000 N. Mopac Expwy, Suite 200 - 1312, Austin, Texas 78731, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide Online Reporting Tool (OLR), Referral Management Software in support of the City and County Supervision Departments/Criminal Justice Services, in accordance with Company's Response to RFP, attached as Exhibit B and Company's Services Agreement, attached as Exhibit C. Company was selected through RFP No. 5924-23. Company will coordinate with Spokane County in accordance with Interlocal Agreement No. 24-0410. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin August 1, 2024, and run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed five (5) additional one (1) year contract terms.

3. COMPENSATION. Total compensation under this Contract shall not exceed **FIVE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($524,500.00)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

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

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract;

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required under this Contract;

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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

ECEPTIONIST, INC.,	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Response to RFP, attached as
Exhibit C - Company's Services Agreement

24-076

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.

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

EXHIBIT B

EXHIBIT C

City of Spokane Online Reporting Tool (OLR) RFP# 5924-23

Eceptionist, Inc. Offer | July 14, 2023

Eceptionist Inc.
405 Main Street, Suite 800A
Houston, TX 77002 www.eceptionist.com

Primary Contact:
Dawniela.Hightower@eceptionist.com

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Letter of Submittal

July 14, 2023

City of Spokane Purchasing
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316

Attention: Purchasing Department

Subject: City of Spokane RFP#5924-23 Online Reporting Tool

Dear Carlo Plascencia:

Thank you for the opportunity to submit this response to the City of Spokane, hereinafter referred to as The City, for an Online Reporting Tool and City/County Supervision Referral Tool.

We are proposing our **EceptionistCX Referral Management** solution to the City of Spokane, believing that our experience and 20-year investment in referral management will result in a significant improvement to the City's existing process. The EceptionistCX platform is easily configurable across screens, fields and workflows. Combined with a long history operating in various Department of Corrections and federal prison systems, our solution's transition to to the legal/probation industry will be seamless.

The Eceptionist team is proud to respond to this RFP with a solution that meet the city's objectives with a world-class referral and case management solution. On behalf of our Eceptionist Team, thank you again for this opportunity. We look forward to answering any questions and to advance this process. Should questions arise, or if you need additional information regarding the services offered, please do not hesitate to contact myself or Dawniela Hightower at dawnielah.hightower@eceptionist.com, 916-494-4167.

Business Name & Address	**Eceptionist, Inc. a corporation located in Houston, Texas at the following address:** Eceptionist Inc. 405 Main Street, Suite 800A Houston, Texas 77002
Primary Contact	**Dawniela Hightower** Director, Customer Success & Implementation (Satellite Office located in Sacramento, CA)

I hereby certify on behalf of Eceptionist, Inc. that the contents of this proposal are, to my best knowledge, completely in compliance with all requirements of the RFP. I certify that I am authorized to initiate and negotiate contracts on behalf of Eceptionist, Inc.

Sincerely,

Dirk Voorhees
Principal, Chief of Product Development

eceptionist®

Technical Proposal

The following **Technical Proposal** includes responses to the requirements table along with a description of the solution and services being proposed within this offer.

#	Business Requirements	Firm Response	Comments, Explanation and/or Clarification
General System Requirements			
1	**System must allow for eSupervision system integration. eSupervision is an eCourt product from Journal Technologies.**	Yes	EceptionistCX is capable of using both standards-based integration and custom integration to integrate with any data and clinical system. While are not able to demonstrate any integrations with customer environments, we have countless references that can speak to flexible integration capabilities of our solution. A detailed integration summary has been included in the addenda of our response.
2	**System will allow City users to sign in using their City Network Domain credentials**	Yes	
3	**System will allow user accounts to be set up (username and password) for non-City users**	Yes	
4	**System will allow admin/nonspecific users to be set up, i.e. agency partner admin accounts**	Yes	
5	**System will allow for email notifications for submissions**	Yes	
6	**System will have different templates for different referrals (mental health, domestic violence, substance abuse)**	Yes	
7	**System will have ability to add, delete, modify, and archive users**	Yes	
8	**System will have ability for agency's to add, edit, and modify their profile information (name, address, phone number)**	Yes	
9	**System will have workflow training guide information within each section to assist the user complete the referral accurately and correctly**	Yes	
10	**System will be in compliance with HIPPA requirements for sensitive information transmission**	Yes	
Application Delivery			
1	**Ability to create a referral report to an agency partner**	Yes	

2	**Ability for an agency partner to create a referral vs typical supervision division entry.**	Yes	
3	**Ability to create different referrals based on judgement type (mental health, domestic violence, substance abuse). Each referral type will have a separate template that is specific to that type of referral need.**	Yes	
4	**Ability to create multiple referrals for one defendant**	Yes	
5	**Ability for partner agency and supervision division communication within the system. Internal email tool so that communication regarding a defendant can happen all within the tool.**	Yes	
6	**Ability for both Supervision division and Agency Partners to be able to reject a referral or report for incomplete information**	Yes	
7	**Ability to amend a report submitted to supervision team**	Yes	
8	**Ability to enter all individual test results for a UA/urine analysis**	Yes / Pending	
9	**Ability to amend or merge referrals for duplicate entries**	Yes	
10	**Ability to reassign referrals on both a standalone and bulk basis**	Pending	
11	**Ability for all fields (including notes) to flow to and from systems.** **All information entered into the referral will appear for the agency. In the report back, all fields (including notes) will all appear for the Supervision teams.**	Yes	
12	**Ability for agency partners that have multiple locations to be able to see referrals at all locations.**	Yes	
13	**Ability to assign a single defendant to multiple agencies based on referral need**	Yes	
14	**Ability for the system to create auto emails to remind agency partner of referrals and reports due**	Yes	
15	**Ability to see historical information for defendants with previous referral cases**	Yes	
16	**Ability for the Supervision division to link / add the case judgement information and all pertinent**	Yes	

	supporting documents		
17	**Ability to create an electronic Release of Information if this has not already been completed by the Supervision team**	Yes	
18	**Ability to create closed, open, and pending reports and dashboards for all referral types.**	Yes	
19	**Ability to create robust reports and dashboard to articulate activity by referral type, agency, etc.** **Trend data over time will also be relevant**	Yes / Pending	
20	**Ability to search and sort referrals**	Yes	
21	**Ability to attach documentation to referral report that can be viewed**	Yes	
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	**Firm has significant Public Sector market presence - provide number of customer implementations.**	Yes	
2	**Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?**	Yes	
Licensing			
1	**Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.**	Yes	We have proposed our SAAS solution with an annual software fee that includes software and maintenance. (We do have customers who prefer a dedicated SAAS instance or installation on premise. Those options are priced differently upon request.)
Project Implementation and Training Plan			
1	**The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.**	Yes	**See section #Project Timeline & Work Breakdown Structure**
2	**Include a description of your overall approach to each of the following task areas (if applicable):**	Yes	
	a) System Installation	Yes	**See section #Installation & Configuration Approach** for response.
	b) System configuration	Yes	**See section #Installation & Configuration Approach** for response.
	c) Data Conversion	Yes	**See section #Data_Conversion located in Installation & Configuration Approach**

	d) Training (A sample of training materials & documentation should be included)	Yes	**See section #Training Approach for response**
	e) Test planning and execution	Yes	**See section #Acceptance Testing for response**
	f) System interface design and support	Yes	Eceptionist will partner with The City on interface design. A section of the project timeline has been reserved for this activity. Maintenance of the interface based on the original agreed upon design is included in the annual fee. Eceptionist has extensive experience with a variety of integrations. Details of these capabilities have been included in the Appendix #Integration Models and Methodologies
	g) System roll-out, procedures, and support	Yes	**See section #Transition to Operational Service**
3	**Please describe your current project management methodology.**		**See section #Project Management Approach for response**
Support			
1	**The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.**	Yes	The annual service fee does include support, all updates, upgrades and training associated with any application release.
2	**Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.**	Yes	See section **#Support** for details of the support process. Eceptionist uses the JIRA issue tracking system to prioritize different types of customer calls, and will provide an SLA within the signed agreement.
3	**Describe your escalation process for issues that are not resolved during initial call.**		Issues not resolved during the initial call will be assigned to a skilled technician who is able to address Tier 2 and above support issues. The issue will be assigned a severity based on it's impact to the useability of the application. The severity of the issue will determine the time to resolution.
4	**The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.**	Yes	Eceptionist confirms that we are able to meet this service desk requirement.
5	**Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.**	Yes	We expect that all problems and/or bugs will be logged in the JIRA issue tracker by either City personnel or by Eceptionist staff. JIRA efficiently tracks status and provides a tool for communicating with customer that status of any issues. Fixes are first developed and tested in our internal dev environment. Depending on the severity of the issue and or risk, they fix may then

			be first deployed to the Test environment before being pushed to production.
6	**Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.**		All enhancements requests should be entered in the JIRA issue tracking system. We provide a tool for customers to make enhancement requests. We evaluate if the request is one that would benefit a majority of customers, at least 51%. If the request meets that criteria it may be incorporated into our short/long-term road map. Enhancement request that do not have broad appeal may be categorized as a change request, and Eceptionist can provide an estimate upon request.
7	**Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.**	Yes	Live support is available during these times. Full service support will be available to City personnel. Chat/email can be made available to partners. SLA has been included in the section #Support
8	**Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.**	Yes	We communicate with customers by email with advance notice of any planned service outages. Usually, 30 days in advance unless urgency does not allow for this notice. Release notes are provided in advance. A notice may be placed on the login page with customer permission.
9	**Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.**	Yes	The City will have at minimum a dedicated technical project manager to support the project through implementation and post go-live. Meetings will be at least weekly as needed through the implementation and continue weekly through the first month of the transition to support, after which the project will transition from twice to quarterly meetings through the life of the project . Ad hoc meetings will always be supported. Meetings will be remote unless The City requests an onsite visit, with travel to be billed separately.
General System Specifications			
1	**City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.**	Yes	EceptionistCX does not require that anything be installed to operate. Users only need access to a supported browser.

2	**Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.**		EceptionistCX can fully function on any operating system. Users only need access to a supported browser such as Chrome, Edge, Safari or Firefox. The application can operate fine with IE11, however it important to note that Internet Explorer is no longer supported by Microsoft.
3	**City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.**		EceptionistCX supported browsers include Chrome, Safari, Firefox and Edge. Additionally, the non-administrative features of the application are mobile enabled, meaning users can create, manage referrals, etc. from their mobile phone or tablet.
4	**Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.**		The proposed solution is not on-premise. Although we could provide on-premise pricing upon request.
5	**Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.**	Yes	**User Role-Based Security** The EceptionistCX platform implements role-based security to control the use and access of the system. User roles are based on the collection of privileges that are granted to users. For example, the administrator has access to administrative functions, low-level users can book appointments and higher-level users can schedule clinics and close out appointments. EceptionistCX user roles are not physically defined but logically implemented, which means that no actual role needs to be defined in the system. A user has to be assigned into a group (or multiple groups), based on the role the group(s) is playing, to be identified by the system. Combined with site access, primary site access, group policy and menu access control,

			Eceptionist has created a comprehensive access control system with enough flexibility to meet all potential scenarios. Please note that EceptionistCX can also be configured with an added layer of security to allow organizations to define and assign specific roles at the user level. Note, that if this is required, this is done within the context of the group permissions and all of the other layers of security that can be configured within EceptionistCX. **<u>Group and Membership</u>** A group is simply a set of users. Once a group has been granted access (i.e., functional, site access and primary site access) permission, all of the users in this group are granted the same permission automatically. The attributes and privileges that a user is granted is based on the user's group membership. Users can obtain multiple memberships by belonging to different groups. EceptionistCX uses groups to assign certain system resources – such as sites – in a more efficient way and uses membership to control users' access permissions. **<u>User Menu Access Control</u>** The EceptionistCX menu system is dynamically generated based on user role and group membership(s). By having a dynamically generated menu system, the main application is separated from the access control, adding an additional layer of protection. For example, even if an unauthorized user has logged on the system, the user would not be able to access any system resources or view any of the system pages, since the user does not have any menu permissions.
Database Management			
1	**List any limits to data storage provided as part of your proposed solution.**		There are no limits. An archive policy will be developed in partnership with The City.
2	**What database platforms does your product support?**		Eceptionist was built on the .Net platform.
3	**Estimated database size and memory requirements.**		Not applicable for the proposed SAAS solution.
4	**Specific database configuration requirements, if any.**		Not applicable for the proposed SAAS solution.
5	**Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?**		While we have proposed our multi-tenant SAAS within this offer, Eceptionist does provided a single tenant SAAS for many customers upon request. (A revised estimate would be required if The City requires single tenant, as single tenant

			increases the effort to deploy and manage the service.) The data in our multi-tenant environment is logically separated based on the organization, i.e. customer.
6	**Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.**	Yes	We are able to set-up a data extract service whereby data is exported from the application on an agreed upon basis, e.g. daily or weekly.
Servers and Operating System			
1	**Specify if system will be physical, virtual or an appliance.**	N/A	This offer provides a cloud-based SAAS solution.
2	**Supported virtualization platforms**	N/A	This offer provides a cloud-based SAAS solution.
3	**Supported Operating Systems**	N/A	This offer provides a cloud-based SAAS solution.
4	**Number of virtual servers required**	N/A	This offer provides a cloud-based SAAS solution.
5	**Recommended drive space requirements**	N/A	This offer provides a cloud-based SAAS solution.
6	**Recommended RAM (GB)**	N/A	This offer provides a cloud-based SAAS solution.
7	**Recommended # of CPU**	N/A	This offer provides a cloud-based SAAS solution.
8	**Recommended # of NICs**	N/A	This offer provides a cloud-based SAAS solution.
9	**Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?**	N/A	This offer provides a cloud-based SAAS solution.
10	**Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?**	No	This offer provides a cloud-based SAAS solution.
Network Requirements			
1	**Specify maximum allowed latency requirements**	N/A	This offer provides a cloud-based SAAS solution.
2	**Specify the typical amount of network traffic generated by this application in Mbps**	N/A	This offer provides a cloud-based SAAS solution.
3	**Specify the minimum network bandwidth required for each client installation in Mbps**		EceptionistCX is a modern, web based application requiring low network bandwidth. Users do not even require high-speed internet to access the solution.
4	**Specify all network ports that will need to be opened for both clients and network firewalls.**	N/A	This offer provides a cloud-based SAAS solution.
5	**Specify all public IP addresses that will need to be accessed by clients or servers.**	N/A	This offer provides a cloud-based SAAS solution.
6	**Specify any special IP address or protocol requirements for server or client PCs**	N/A	This offer provides a cloud-based SAAS solution.
7	**Specify remote access requirements and identify remote access users/equipment**	N/A	This offer provides a cloud-based SAAS solution.

8	**Specify physical switch port count requirements and port speed**	N/A	This offer provides a cloud-based SAAS solution.
9	**Specify any special network design requirements**	N/A	This offer provides a cloud-based SAAS solution.
10	**Specify if there are any QOS requirements**	N/A	This offer provides a cloud-based SAAS solution.
11	**Specify any telephony requirements analog and or IP**	N/A	This offer provides a cloud-based SAAS solution.
12	**Specify any wireless access requirements**	N/A	This offer provides a cloud-based SAAS solution.
13	**Specify fiber or ethernet cabling requirements**	N/A	This offer provides a cloud-based SAAS solution.
14	**Specify power requirements for all new equipment**	N/A	This offer provides a cloud-based SAAS solution.
15	**Identify any certificate requirements**	N/A	This offer provides a cloud-based SAAS solution.
Third Party Contracting			
1	**Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.**	Yes	MS Azure provides hosting; Twilio provides SMS services when applicable.
2	**If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.**	Pending	Details regarding the Eceptionist agreements with MS Azure are not include with this offer. Eceptionist can direct The City the Azure online tools and information regarding specific details, not already provided. Azure maintains a 99.999% uptime.
Upgrades			
1	**Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.**		On average, there are 3-4 minor releases per year, with 1 major version released every 9 to 18 months. The last major release and the latest version (version 6.0) were released in January 2023. A typical release may include enhancements to existing features, new features, and updates to and/or new reports, among other features and functionality. The annual software license fee includes patches, releases, and upgrades..
2	**Describe your notification practices for:**		For major releases, new features are communicated to customers via several version of release notes. The first release note provides a high-level overview of functionality to come, usually 90-120 days in advance. A second version of release notes are provided 30 days before the release to the sandbox. Major releases will typically remain in the sandbox for 30 days before release to test, followed by release to
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		

			production in the next 5-10 business days. Minor releases, such as small updates to existing functions, will have a more expedited time frame with only one release note and deployment directly to test. User manuals and online help topics are updated with each new functional release and periodically as needed.
3	**Describe any test or "sandbox" environments you would provide to the City of Spokane.**	Yes	A test environment would be made available to the City through the length of the contract.
4	**Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)**	Yes	A typical upgrade will require a few hours of downtime outside of standard business hours. Customers are generally given at least 90 days notice prior to a scheduled upgrade.
Access / Authentication			
1	**Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.**	Yes	EceptionistCX fully meets this requirement.
2	**Are passwords required to access systems processing, storing, or transmitting City of Spokane data?**	Yes	EceptionistCX fully meets this requirement.
3	**Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?**	Yes	EceptionistCX fully meets this requirement.
4	**Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?**	Yes	
5	**Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?**	Yes	As a SAAS solution, we require access to the support the solution. Employees are only provided access on a need to know basis, undergo annual security training and back ground checks.
6	**Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data**	Yes	The EceptionistCX permission structure is flexible and support countless roles and configurations to meet this requirement.

	types, or job classifications.		
7	**Does application have an auto-logout function and, if so, is that configurable?**	Yes	The auto-logout function is configurable by clients to any number of minutes.
Breaches			
1	**Vendor should notify users of any system/data breach within applicable state and federal law.**	Yes	Eceptionist fully complies with and adheres to this requirement.
Communications and Operations Management			
1	**Is there a formal operational change management / change control process?**	Yes	
2	**Are separate environments for development, staging, testing/QA, and production supported and maintained?**	Yes	EceptionistCX SAAS is maintained in Development, Staging, Text and Production environments.
3	**Are system resources reviewed to ensure adequate capacity is maintained?**	Yes	Performance monitoring is conducted on an ongoing basis using Azure's monitoring service.
4	**Are suitable tests of systems and applications carried out during development and prior to acceptance?**	Yes	See section #Solution Maintenance for details.
5	**Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?**	Yes	Eceptionist is proposing a multi-tenants SAAS where data is logically separated and physically protected in an MS Azure data center.
6	**Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?**	Yes	
7	**Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?**	Yes	EceptionistCX comes with many audit capabilities and reports that are accessible by authorized users. All defendant related activity within EceptionistCX is audited at both the "edit" and "view" levels. EceptionistCX also tracks administrative activity within the system. With the records that are being tracked and logged in the system, the log will track user, date and time stamp of action, action type (view/edit) and any data changes that resulted from the action. The audit logs cannot be disabled, turned off or edited by any user. Audit logs are maintained for as long as the data is maintained.
8	**Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g.**	Yes	

	network devices, servers, operating systems, databases, etc.)?		
9	**Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?**	Yes	
10	**Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?**	Yes	
11	**Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?**	Yes	
12	**Is City of Spokane data ever stored on non-company managed equipment?**	No	
Data Security and Ownership			
1	**Is there an information security policy?**	Yes	Policies can be provided upon request.
2	**Have information security policies been reviewed in the last 12 months?**	Yes	
3	**Is there an individual or group responsible for security within the organization?**	Yes	Eceptionist employs a third-party security organization on retainer.
4	**What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?**		Customer data is stored in the US in both Western and Central regions. Government data is not managed separately.
5	**City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?**	No	Eceptionist is fully compliant with this requirement.
6	**What rights does the vendor gain with respect to use of customer data?**		Eceptionist does not use or have any rights over customer data for any reason.
7	**What methods are available to export customer data should the contract terminate?**		All customer data will be exported into multiple tables, usually a series of excel files and provided to the customer within 30 days of contract conclusion, unless an alternative method/format is agreed upon.
8	**Is data encrypted at rest? In transit? If so, to what standard?**	Yes	All data stored in the EceptionistCX database is encrypted using Microsoft SQL TDE encryption.
9	**Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?**	No	Access to The City's data is not provided to external parties.
10	**What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?**		EceptionistCX has built in functions and services as well in addition to utilizing the IIS logging service to track and monitor the following application performance information: ▪ Online user sessions and activities ▪ Login and logoff times

			▪ The responding time matrix of loading/opening various application pages, work queues and records ▪ Integration Messages ▪ System Infrastructure Monitoring ▪ With EceptionistCX' s SaaS offering, the following items are monitored: ▪ Application gateway and load balance performance including total requests, failed requests, sum of response statues, sum throughput, sum current connections. ▪ Application backend pool health ▪ VM server health and performance including CPU avg/max times, network speed, IO read/write, disk operation, RAM ▪ SQL server CPU utilization and query performance. Audit reports - The audit reports provide an audited record of the activity that occurs in the system both at an administrative level and specific to defendant specific activity (i.e. creating, managing, viewing referrals/appointments). Audit reports can be downloaded to a CSV file.
Disaster Recovery			
1	**What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?**	Yes	Data systems are replicated on an ongoing basis to ensure 24/7 accessibility of customer data.
2	**What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?**	Yes	The disaster recover plan is a comprehensive multi-page document. We have included this document in the appendix of this response.
3	**How far back can a record/application/virtual machine be recovered?**	Yes	The Eceptionist data retention, archive and back up policy ensures that all data can be recovered.
4	**Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?**	Yes	Notification to The City would occur immediately as described in the Disaster Recovery Plan.
5	**Are alternate facilities (e.g. data centers, office locations, etc.) used?**	Yes	Data centers in the East and Central region of the US are utilized.
6	**Please provide SLAs as it relates to the service offered.**	Yes	**SLA is included and agreed upon within**
Physical and Environment Security			
1	**Is there a documented physical security policy?**	Yes	Policies can be provided upon request. See section #Hosting & Infrastructure.

2	**Do systems and applications hosting City of Spokane data reside in a data center?**	Yes	See section #Hosting & Infrastructure.
3	**Is the data center shared with other tenants?**	Yes	EceptionistCX is hosted in a HIPAA compliant Azure data center.
4	**What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?**		EceptionistCX is hosted in a HIPAA compliant Azure data center. Production data centers used to provide the Covered Services have access control systems. These systems permit only authorized personnel to have access to secure areas. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions, are secured by guards, two-factor access screening, and escort-controlled access, and are also supported by on-site backup generators in the event of a power failure. Additional information regarding the security of Azure data centers can be found here https://learn.microsoft.com/en-us/azure/security/fundamentals/physical-security
Public Records			
1	**What is the procedure to retrieve bulk data in response to a PRR?**	Yes	Clients should email their project manager and log a ticket for this request in the JIRA support center. Response time will align with state mandated requirements; data is usually provided within 48-72 hours.
Standards			
1	**Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))**	Pending	High-level documentation is available to customers. Additional documentation is currently in progress.
2	**What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?**	Pending	The EceptionistCX application has previously complied with the HITRUST requirements and currently complies with ISO/IEC 27000. Our SOC2 certification is in progress.
Vendor Risk Assessment			
1	**Does vendor require software developers to attend and complete regular security training?**	Yes	
2	**Does vendor use a secure code repository?**	Yes	
3	**Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.**	Yes	
4	**Does the application have a documented software development**	Yes	

	lifecycle that complies with NIST SP 800-64		
5	**Does the vendor have a documented security testing plan?**	Yes	
6	**How does the vendor develop and manage custom code for its customers?**		
7	**How often does the vendor perform periodic vulnerability scans of development environments?**	Yes	Vulnerability scans are performed multiple times per year.
8	**What priority is given to client identified security vulnerabilities?**	Yes	Any reported or identified vulnerabilities are given the highest priority and will be addressed with urgency.
9	**What is the mean time to patch or remediation of identified security vulnerabilities?**		This can vary greatly between 1-7 business days based on the severity and complexity of the issue.
10	**Has the vendor engaged in SSAE 16 efforts?**	Yes	
11	**Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?**	No	
12	**Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?**	No	Our application is deployed in a secure Microsoft Azure data center, with redundancy across multiple regions.
13	**Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?**	Pending	Our SOC 2 certifications is currently in progress. Eceptionist employes a third-party security company on retainer to monitor and evaluate that all security practices are in compliance with current standards.

SOLUTION: ECEPTIONISTCX REFERRAL PLATFORM

The EceptionistCX platform provides referral management, enterprise scheduling, and waitlist functionality in a solution that is flexible and configurable to customer requirements. The ReferralCX platform provides tools that allow workflows and information requirements to be configured by service and the provider organization. The user interface design is clean, simple, and easy to navigate. In most cases, a clinical, admin or defendant user could utilize the base functionality of the application with little to no training.

The EceptionistCX platform has been supporting organizations manage care for over 20 years. The platform will support The City in achieving the following outcomes:

- **Improve The Quality and Completeness Of Referrals**

The EceptionistCX application will improve the quality and completeness of referrals, utilizing functionality that is available as part of the off-the-shelf solution including:

1. **Customizable Data & Fields:** The ability to define a minimum set of mandatory fields that must be completed when submitting referrals. Referrers will be prompted with a message that displays in the application if data is missing or entered incorrectly at the time of referral submission.

2. **Embedded Referral Guidance:** Access to referral guidelines and criteria from within the referral workflow such that a referrer can utilize this information to decide about the appropriateness of the referral and required preconditions for submission.

3. **Customizable Forms**: Configurable referral templates and forms that can be defined at the service level with unique data requirements, mandatory requirements and service level guidance and instructions.
   - **Forms:** The forms tool allows for authorized administrators to create and edit forms that can generate based on service, service type, priority and audience (defendants vs requests vs recipients). The forms tool can be used to generate pre-appointment questionnaires, appointment letters, eConsult specialty templates, clinical templates, etc. Completed or in progress Forms can be output to HTML and PDF

4. **Service / Priority Decision Support**: Response based referral forms that can be set-up to automatically define the service and/or priority of a referral, and where appropriate prompt the referrer with a decision that a referral is not clinically necessary in certain circumstances.

5. **Guideline Library:** The EceptionistCX guideline library allows specialty guidelines to be inserted into the workflow for providing quality instructions and information to the PCP. Guidelines can be used to improve the quality of the eConsults.

6. **Task Functionality**: The EceptionistCX task function allows for task templates as well as single tasks to be created by a user. Templates may be automatically applied to a certain type of service request or manually applied. Individual tasks may be assigned to a named user or to a group of users/roles. From the task list, a user will see any task that has been assigned to them and can from there (or from the related service request) mark the status of tasks, mark complete, add comments, reassign a task to another user.

7. **Real-time Notifications** – Email and/or text message notifications can be set to trigger at any service request status change and/or when an appointment is scheduled or modified. Patient email/text notifications can be created using the EceptionistCX Notifications tools. As with all user types, notifications to defendants can be triggered automatically or manually at any point in service request workflow. The City will be able to edit and create all communication templates with original content as well as merge fields for incorporating parts of the service request into the communication.

8. **Electronic Signature / Consent –** Enable defendant consent form or provider

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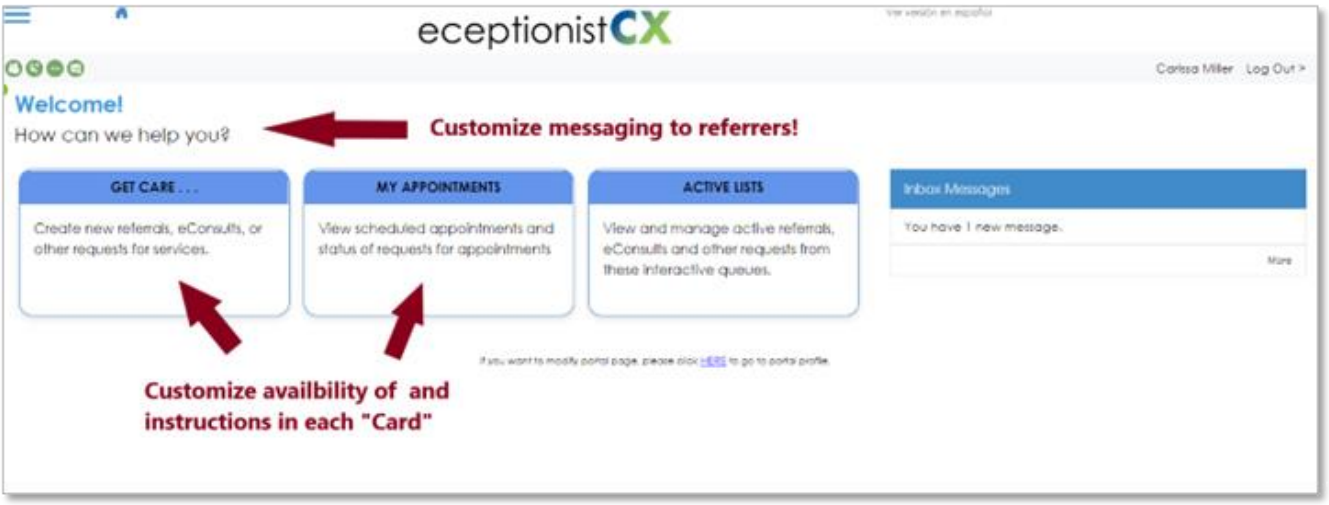
signatures on consult notes

- **User-friendly and automated referral process, for both the sender and receiver**

EceptionistCX contains a user-friendly user interface that is easy to navigate, offering tools for clients to customize their user experience through configuration. The application was designed to be intuitive in nature, displaying information clearly with screen actions that will guide users through the appropriate workflow.

Examples of the user interface have been provided below, note that the application will be white labeled with Cook County Health branding.

Pictured Above: Sample Home Screen View for Referral Processor



Pictured Above: Sample Home Screen View for Referrer

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Intuitive Service Request Record. The referral/eConsult record has been designed to make it easy for providers to input and view all the information they need to process a referral. This primary record includes all the fields a referrer will complete when submitting a referral; this record is configurable by role type. The City can determine which fields are required, where validation should exist, and general naming conventions during the implementation process. At a minimum, the referral record will include:

- *The City Standard Referral Info* – Includes all the core information, including but not limited to submission date, referral status, specialty, sending provider/organization, reason for referral, clinical information, ICD-10 Codes, diagnoses
- *Patient Info* – Patient demographic information, ID, Medicare eligibility
- *Attachments* – Supplemental documents such as lab reports or document transferred from the practice management system
- *Additional Info* – Displays any custom forms that have been incorporated into the workflow
- *Audit* – Includes a full audit history of interactions with this record

Pictured Below: Referring/Requesting Provider View

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NEW REFERRAL

SERVICE SPECIFICS | PATIENT INFO | DETAILS | ATTACHMENTS | ADDITIONAL INFO

TODAY'S DATE Thursday, 7/28/2022 10:40:57 PM

SERVICE **Endocrinology**

This teaching clinic provides consultations consultations for patients requiring endocrine assessments, including complex diabetes care, pituitary, adrenal and thyroid disorders.

PRIORITY Normal

SOURCE External System

PRIMARY REASON FOR REFERRAL

← Previous | Next →

Edit Referral

(Patient Info)ADAMS, MELISSA; (DOB) 01/02/1979; (Gender) F; (PHN) 15488444; (City) VANCOUVER

Request #: 3966 Current Status: Scheduled

Service Info
Patient Info
Attachments
Task
Additional Info
Appointment
Audit

* PRIORITY Normal

REQUESTER Bryan Clinical Requester

RECIPIENT

REASON FOR REFERRAL CELIACS DISEASE

BRIEF DESCRIPTION OF HISTORY DIAGNOSED MORE THAN 15 YEARS AGO

Modify Time: 1/30/2023 12:44:04 AM
Specialty: Gastroenterology

Tracking Report | Email History

CLOSE
UPDATE
SEND EMAIL
BOOK APPOINTMENT
RE-SCHEDULE

- **Intelligent Workflows**

The EceptionistCX Workflow Manager makes it possible to implement multiple workflows into the application. It provides the flexibility to organizations that is needed when managing service requests of different type, specialties, and priorities. For example, a dermatology eReferral may have a different processes and workflow than a neurology referral, which may always require triage.

This feature allows authorized users, through the UI, to create, manage and edit the workflows by defining the statuses, actions, and user profiles of those responsible for managing a service request at any given step in the process. This feature offers:

- A catalog of existing actions

- Ability to create new statuses and actions
- A list of commonly used statuses
- Ability to create and define unlimited workflows
- Ability to assign SLA and automation into the workflow with if this, then that automation

EceptionistCX provides tools that are available in user accessible administrative functions to configure workflows, rules and notifications triggered from actions. Some template workflows are available based on standards that are widely implemented across our customer figures. However, these preconfigured workflows are not mandatory and can be updated or removed entirely based on a customer's unique requirements.

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REPORTING ANALYTICS

EceptionistCX offers extensive reporting tools and functions to ensure customers have the data and analyses of information necessary to support their operations. The library of standard reports leverage SSRS reporting tools to provide a list of reports that display referral, eConsult and appointment data in detail and are aggregated in summary. A sample of the types of data that can be measured using the standard reports include, but is not limited to:

- Processing time: For example, a processing time report might identify a detailed list of referral records whose processing time was greater than 20 days
- Average processing time
- Number of submitted Referrals, also filterable by specialty, priority, referral source, referring location, site, etc.
- Outcome reporting (# of Denied Referrals, # of referrals that required triage, etc.)
- Additional performance measures can be segmented demographically by site, provider, region, and/or specialty

PowerBI tools can additionally be leveraged within the application for enhanced reporting. These features are especially beneficial to customers with a specific set of KPIs. PowerBI provides the flexibility to design a custom dashboard based on The City's defined KPI and performance measures. The Eceptionist Project Team will work with The City during implementation to ensure the dashboards support analyses of priority data.

Examples of some of the reports and the reporting capabilities of EceptionistCX is included below:

Interactive Service Request/Appointment Report

The Interactive Report provides improved analytical data for Service Requests and appointments. The Interactive Report offers the ability to view detailed listings of all existing service requests and appointments along with the ability to filter based on performance, i.e. referral or scheduling processing time.

1. **View a Summary or Detail list of all Service Requests in the system and filter* the data by:**
   - Date Range
   - Referral Site / Request Site
   - Priority
   - Current Status
   - Specialty
   - Provider
   - Referral Type

2. **Run a report of referrals that have not been processed through a specific action or status**

For example, run a report of all referrals for the previous year that never moved to the CLOSED status or where no user ever clicked the REQUEST MORE INFO action.

3. **View and analyze the processing time for service requests**

Run a processing time report in summary and detail to view a list of service requests with the following conditions:

   - Requests in X **status** for a time period **equal to or greater than X Days/Hours/Weeks**

- Requests in X **status** for a time period **equal to or less than X Days/Hours/Weeks**
- Requests in X **status** for a specific time period of **X Days/Hours/Weeks**
- Requests that were processed from **X status** to **X status**:
  - in a time period that is **equal to or greater than X Days/Hours/Weeks**

Example Summary Report Data:

Report Name: Interactive Referral Report | **Reported by:** Victor HA Surgical Services | **Report created on:** 4/3/2019 1:11:26 PM

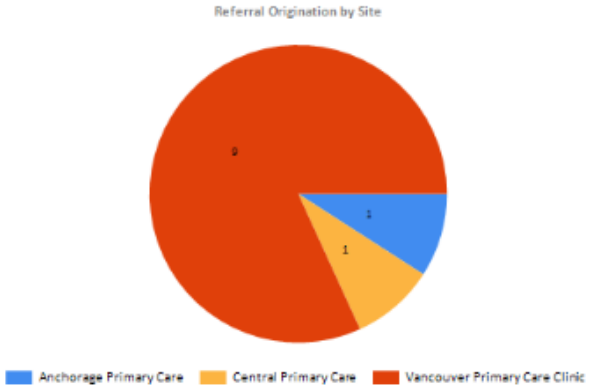
From: 1/1/2019 **To:** 4/10/2019
Specialty: All Specialties **Referral Site:** All Referring Sites
Provider: All Providers **Priority:** All Priorities
Referral Type: All Referral Types **In Status:** All With Statuses

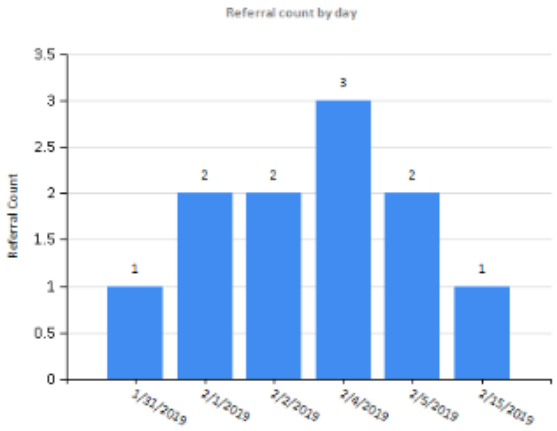
With the following wait time conditions: IN Pending Request <= 1 day

Without the following conditions
Actions: No Actions
Status: No Status

Summary Information

Total Referrals found:	11 (22.45%)
Total Referrals:	49





Example Detail Report Data:

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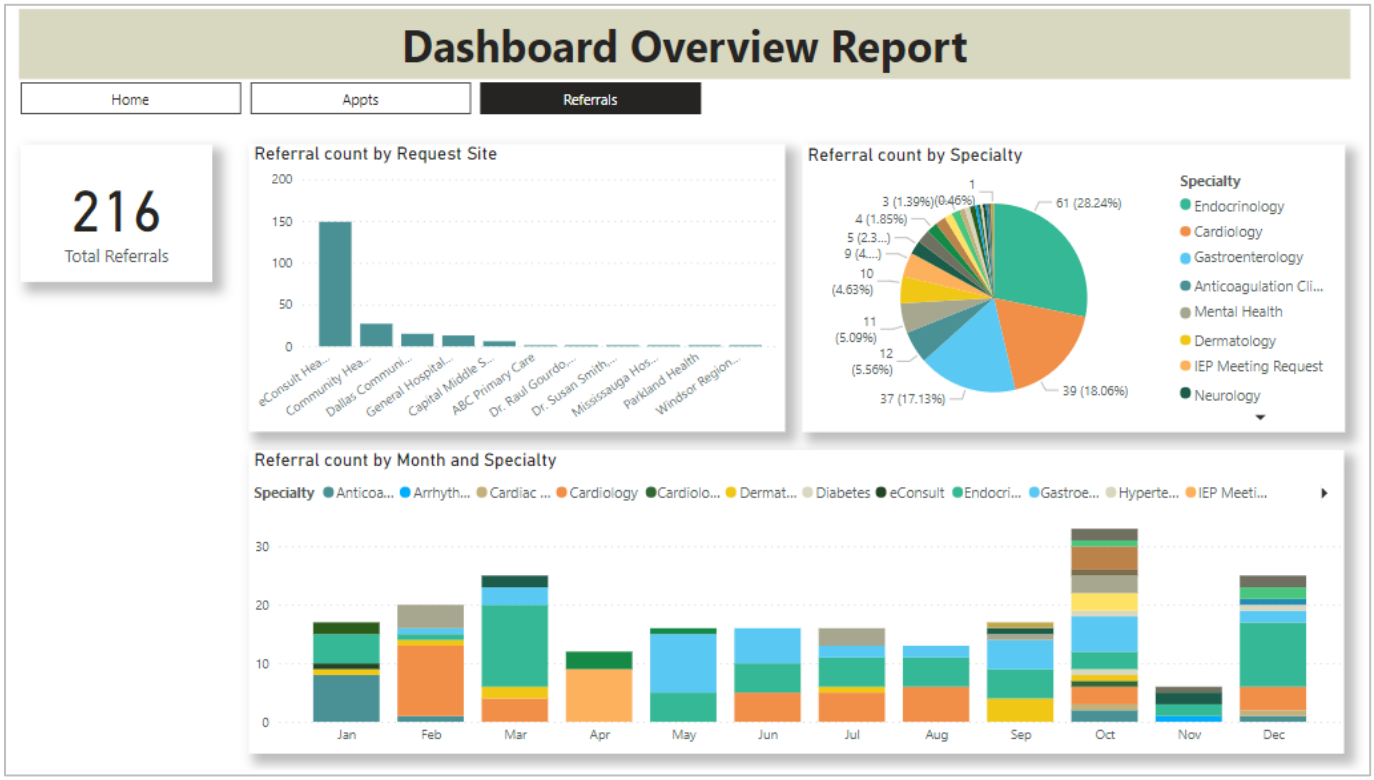
Detail Information

ID#	Request Date	Referring Site	Specialty	Status	Coordinator	Date Closed	Processing Time (day)
5472	1/31/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Scheduled PSA	Barbara Surgical Assessment Coordinator		61
5473	1/31/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		61
5474	2/1/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Surgery Scheduled PSA	Barbara Surgical Assessment Coordinator		61
5475	2/2/2019	Vancouver Primary Care Clinic	Bilateral Knee Replacement	Surgery Pending PSA	Barbara Surgical Assessment Coordinator		59
5476	2/2/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		59
5479	2/4/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgery Pending	Barbara Surgical Assessment Coordinator		57
5484	2/4/2019	Vancouver Primary Care Clinic	Neck Surgery	Surgical Consult Scheduled	Barbara Surgical Assessment Coordinator		57
5487	2/4/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Booking Package In Progress	Barbara Surgical Assessment Coordinator		57
5490	2/5/2019	Central Primary Care	Bilateral Hip Replacement	Surgery Scheduled	Barbara Surgical Assessment Coordinator	2/5/2019	0
5492	2/5/2019	Vancouver Primary Care Clinic	Bilateral Hip Replacement	Booking Package In Progress	Barbara Surgical Assessment Coordinator		57
5508	2/14/2019	Anchorage Primary Care	Cardiology	Accepted/Reviewed by Consultant	Deborah Referral Coordinator		47

Sample Dashboard Reports



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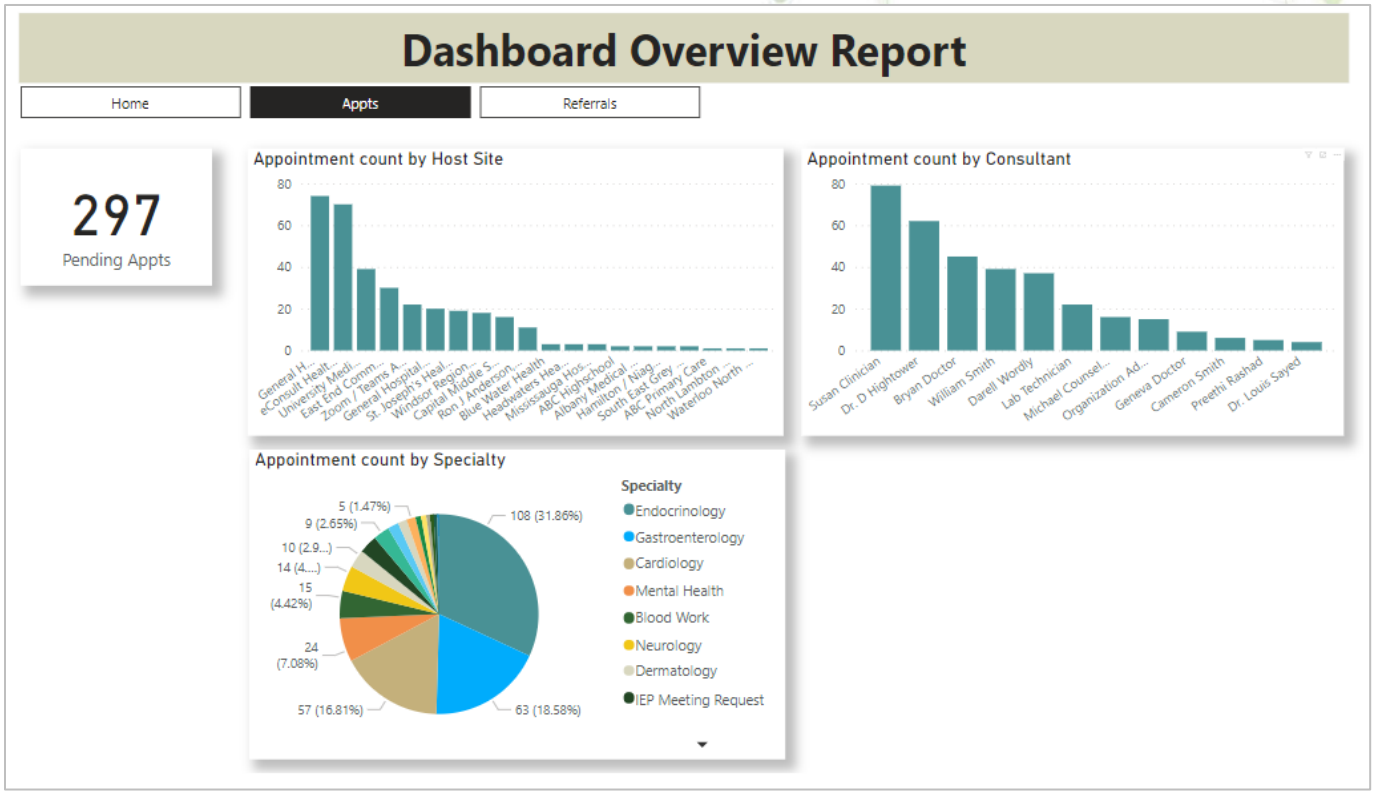


Administrative Reports:

Additional administrative and activity reports include:

- **Recurring Reports** - Recurring reports are those that authorized users can subscribe. Specifically, the user can set up a report schedule so that Eceptionist automatically runs the report for the user and emails the user when the report is available for download in the system. With a recurring report, the user can choose to have the report created in the PDF, Word or Excel Formats.

- **Forms/Survey Statistic Reports** - Survey reports display statistical information for the data that is captured in the system using the Forms/Survey Tools. The forms/survey tool provides customers with the ability to insert additional questions and forms into the system. Surveys can be specific to a site and/or service or applied broadly for all sites and services. Survey reports can be exported into an XML file.

- **Audit reports** - The audit reports provide an audited record of the activity that occurs in the system both at an administrative level and specific to defendant specific activity (i.e. creating, managing, viewing referrals/appointments). Audit reports can be downloaded to a CSV file.

- **Login and access reports** - This report displays a list of users who have logged in or tried to log into the system. This report can be filtered by date and downloaded in a CSV file.

- **Admin reports** – The system includes administrative reports for exporting the lists of information including lists of defendants, users and sites.

3 Low Impact	Problem is small or cosmetic in nature and is easily circumvented. (non-critical disruption in the software; minimal impact)	Issue logged within the issue- reporting tool and escalated by the next business day if necessary	Review and agree on an action plan with the Client. within 2 business days	**Response:** 1 business day **Resolution:** 10 business days or as agreed with the Client

INSTALLATION & CONFIGURATION APPROACH

Include a description of your overall approach to each of the following task areas (if applicable):

A) System Installation

This offer proposes that The City onboard to the EceptionistCX multi-tenant SAAS. This is a live, in production solution thus installation is not required. (Optional alternative solution: EceptionistCX can be installed as a dedicated instance for an additional charge to be provided upon request.)

B) System Configuration & Implementation Overview

IMPLEMENTATION OVERVIEW

System configuration occurs as part of the business analysis phase of this project. During the analysis and business requirements phase, the Eceptionist Project Team will guide The City through a series of discussions and education for the purpose of confirming all customer functional specifications and business rules. The following topics explain the deliverables supporting the configuration of the application to meet The City's technical, non-functional, and functional requirements. Depending on customer preference and availability of resources, this phase of the project may be fulfilled through a series of weekly/bi-weekly conference calls, an intensive multi-day workshop, or a combination of both. In many cases these discussions will occur during the weekly project status calls.

The following is intended to explain the types of specification documents that will be provided as part of the implementation. This section will be replaced with the actual specification documents during the implementation process.

Customer Workflow - Use Case Documentation

A critical starting point for the project is creation of a document that outlines all of the customer use cases that will be managed in the software. Use cases should note integration points in the workflow, if any. While many customers have completed this process prior to engaging with Eceptionist, it is also common that this documentation needs to be created as part of the project initiation. It is important the customer lead the documentation of use cases with Eceptionist in a support role. In our experience, the actual process of putting use cases into writing and/or into a visual workflow supports the project to:

- Provide a solid knowledge to the Eceptionist team from which more informed decisions about software configuration can be made.
- Ensure the customer and Eceptionist are considering and communicating all scenarios.

- Identify gaps early when they can more easily be remediated.
- Expedite confirmation of all the following business requirements.

Data Collection – Data Template Documentation

Eceptionist will review and provide customer with a set of data templates. The data templates include all the fields that will be visible in the system and is structured in the form of excel tables. During these sessions, the Eceptionist Project Team will guide The City to update the data templates to align with The City data requirement. In this process, The City will be able to (1) update data elements with their internal naming conventions, (2) remove data fields as needed, (3) define required fields, (4) add new fields and field validation and ultimately (5) populate the templates with their own reference data.

Technical Integration Workflow Requirements & Documentation

In the technical integration session(s), the specifications for all of the integrations and technical data exchanges are defined and agreed upon. The need for and number of meetings comprising in this phase is directed by the project design. Examples of the session topics that would be included depending on final project design are:

- Active Directory / SSO Integration
- Integration to eSupervision; interface design
- Data Conversion / Migration

Login Workflow Documentation

User login and management varies by customer and the internal policies of the organization. Eceptionist will present options to the customer for the different ways new user accounts can be provisioned. Multiple options exist for implementations with ADFS integration.

Permissions & Roles / Security Documentation

The majority of customer permissions can be set-up and managed through the user interface and therefore do not require any advance development. As such, the permissions topic is the last discussion and is most effective if conducted after all the other requirements have been confirmed. During this session, Eceptionist will provide education to the customer on how permissions can be set-up in the system to meet their needs. Some functions that may require documentation and some minor configurations relate to defendant record viewing permissions and use of site permissions to power how referrals are initiated, and appointments are scheduled.

Reporting Documentation

During this session, the Eceptionist team will review the canned reports that are being delivered with the implementation. The City's report requirements will defined in detail, and the Project Team will work collaboratively with The City to define a timeline for any custom report delivery.

Request/Referral Workflow Design Documentation

During the service request / contact workflow design session(s), Eceptionist team leads will walk the customer through the decision points of defining how the request workflow (referral / eConsult / waitlist / defendant requests) will function in the system. Session topics will include:

- Request Routing: Central or Direct
- Request Creation
- Request Allocation
- Action Handler Matrix – more information follows.
- Service Site Access Permissions (SSAP)
- Waitlist Management

Action Handler Matrix (AHM) (Workflow Manager) Documentation

Eceptionist will often introduce the topic of the Action Handler Matrix (AHM) as part or after the referral workflow design but simultaneous to other discussions.
The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals in a particular environment. The development of the Action Handler Matrix is critical to building a streamlined, efficient and intelligent referral process for all different types of referrals.

In creating the AHM, Eceptionist will guide the customer to (1) define all the statuses within the lifecycle of a service request from open to close, (2) which user roles will interact with a service request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a service request will be viewable on the queue of a particular user role.

Request/Referral Queues and Management Screen Documentation
Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner.
During this phase, the Eceptionist project team will introduce the default request/referral management screens and work with The City to determine if alterations to these views are required. Customer specific changes to these screens may include the addition/removal of columns and addition/removal of filters. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default.

C) Data Conversion

Data conversion and migration is a common practice for customers transitioning from a legacy system to EceptionistCX. There are many approaches to data conversion that are often dictated by the capabilities of the legacy to system provide the data in a readable format. Included below is a summary of approach that the Eceptionist project team follows for achieving successful data conversion.

1. **Requirements Analysis:** In this initial phase, the requirements for data conversion are gathered and analyzed. This includes understanding the source and target systems, identifying the data elements to be converted, and defining any specific rules or transformations that need to be applied.

2. **Data Extraction:** The data extraction phase involves retrieving data from the source system. This may involve querying a database, accessing files, or connecting to APIs to collect the required data. The extracted data is typically stored in a staging area for further processing.

3. **Data Mapping:** Data mapping involves defining the relationship between the source and target data structures. It includes identifying the corresponding fields or attributes in the source

and target systems and specifying any transformations or conversions that need to be applied during the conversion process.

4. **Data Transformation:** This phase involves manipulating and reformatting the data to match the target system's requirements. It may include tasks such as data cleansing, data validation, data enrichment, or applying business rules to ensure data integrity and accuracy. Data transformation may also involve converting data types, rearranging data structures, or aggregating data as needed.

5. **Data Loading:** Once the data has been transformed, it is loaded into the target system or application. This step may involve inserting records into a database, uploading files, or integrating with an existing system through APIs or data integration tools. Data loading is typically performed in batches or in real-time.

   If The City requires ongoing data migration, Eceptionist may provide a custom upload tool that provides a self-service means for uploading referral data in batches. (See optional additional services.)

6. **Data Verification and Validation:** After the data has been loaded, it is essential to verify its accuracy and integrity. This involves performing data quality checks, comparing the converted data with the source data, and validating against predefined criteria or business rules. Any discrepancies or errors are identified and resolved during this phase.

7. **Data Migration and Cut Over:** Once the converted data has been verified and validated, the process of migrating from the old system to the new system can be planned and executed. This may involve coordinating with end-users, scheduling downtime, and ensuring a smooth transition to the new system while minimizing disruption to operations.

8. **Post-conversion Testing:** After the data conversion and migration are complete, thorough testing is performed to ensure that the new system functions as expected. This includes validating data integrity, conducting system tests, and addressing any issues or bugs that may arise during the testing phase.

9. **Documentation and Maintenance:** Finally, documenting the data conversion process is crucial for future reference and maintenance. This includes recording the conversion rules, data mappings, and any other relevant information to facilitate future updates, enhancements, or troubleshooting.

PROJECT MANAGEMENT METHODOLOGY

The purpose of this section is to specifically detail the project management methodology, tasks and approach that the Eceptionist Project Team, will use in the implementation of the EceptionistCX application for The City. Our response here is high-level version of a Plan of Operations (POO) document that would be drafted and finalized within 30 days of contract execution. The Plan of Operations is a guiding document for any large EceptionistCX implementation that identifies the processes to be followed throughout the project life cycle to ensure successful outcomes.

Other key areas summarized here and addressed in detail by the POO include:

- Objectives and acceptance criteria
- Project schedule
- Project management approach
- Project controls
- Project resourcing and responsibilities
- Deliverables
- Risk management
- Communications

Project Management Approach

Eceptionist's project management approach consists of four phases: initiation, planning, execution and close. These phases are supported by four key activities: communication and reporting, quality control, risk and issues management and knowledge transfer. While we can bring the value of our proven approach and methodology to our clients, we remain flexible and able to adjust our approach to comply with existing processes and methodologies where necessary.

The Eceptionist Team has provided project management and systems development services for a range of projects from small to large complex government efforts the US and Canada. The Eceptionist Team has worked varied clients providing a range of project management, technology consulting, Independent Verification and Validation (IV&V), and Quality Assurance (QA) services to help clients achieve their strategic objectives and performance goals. This work has consistently involved program oversight and monitoring using project management tools and evaluation instruments. As The City prepares to build a web-based consult, referral management and patient self-scheduling platform, you are searching for a partner that brings strong capabilities which will enable the Platform to operate effectively and see widespread adoption amongst the Cook County healthcare community.

➢ Scope Management

The Eceptionist project management team will work closely with The City to contain scope to ensure that the project delivers within agreed upon parameters. Scope management is a key part of the Eceptionist project management methodology and is comprised of:

- **Scope Definition**: The boundary of the scope to be delivered is defined by the proposal prepared in response to the RFP. Based on this boundary, the scope is confirmed with the customer during the Inception and planning phase. Eceptionist will use industry-standard techniques to confirm and document the functional scope of the Platform. It will define the roles, responsibilities, and expectations for key stakeholders in the project, and result in the creation of a Project Charter and validated Project Plan. Other services in the scope of the project, such as training, will be documented in the work plan and contract deliverables.

- **Scope Refinement**: Eceptionist recognizes that large, complex projects must deal with evolving requirements as project analysis proceeds. We will ensure that all stakeholders have a common, concrete understanding of the functional requirements and can contribute to their refinement. The overall boundaries and metrics of scope will be controlled based on the proposal, but the details will be refined with The City as project analysis and iterative implementation progresses.

- **Change Control**: The Eceptionist Project Management Methodology includes a Change Control Process by which proposed requests to alter the baseline requirements or other aspects in the defined scope

are identified, controlled, handled consistently, and traced throughout the project. The Change Control Process will include recognition and documentation of change by a project stakeholder, a schedule and cost impact analysis performed by Eceptionist. As the project progresses, the size of change and the number of change requests will be limited by the stakeholders to ensure costs and schedules are successfully achieved.

➢ Schedule Management

Adherence to a project management methodology includes an achievable Project Plan and Work Breakdown Structure (WBS) to deliver the scope and ensure that the project team maintains this schedule. The project timelines presented in this proposal will be reviewed, revised and confirmed as part of the Project Initiation and Planning phase. A critical aspect of our approach is to ensure that all the activities required to deliver the full scope of the solution are identified and managed within an integrated project plan and timeline.

➢ Delivery Review

Delivery Review is a key component for driving toward successful projects. In this process, we supply a senior delivery resource to conduct regular reviews of project status and key deliverables. The reviewer will take a coaching and audit perspective to working with the team to provide constructive input on project activities.

- **Requirement Traceability Matrix**: A requirements traceability matrix will be developed and monitored throughout the project to ensure that the delivered solution meets the requirements outlined and confirmed during the business requirements confirmation process.

➢ Status Reporting

Communications and reporting are key components of the project management methodology. The Eceptionist Project Management Team will meet regularly with clients to review the schedule status, issues, risks, and any outstanding change requests. In order to support projects being delivered on schedule and within budget, Eceptionist provides weekly status reports to describe progress and to communicate important issues. Status reports will include the following sections:

- Executive Summary;
- Summary of Issues, Risks and Mitigation Strategies;
- Summary of Progress Relative to Milestones;
- Tasks Completed During the Reporting Period;
- Tasks Planned to Be Completed in the Next Reporting Period; and
- Financial Status (if applicable)

Any additional reporting required by Client will be identified in the Project Initiation phase and we will comply with any additional or different requirements throughout the project.

➢ Issues and Risk Management

Although a component of Project Management, the need to identify and proactively (and aggressively) manage Issues and risks cannot be underestimated and should be continuous through the entire project life-cycle.

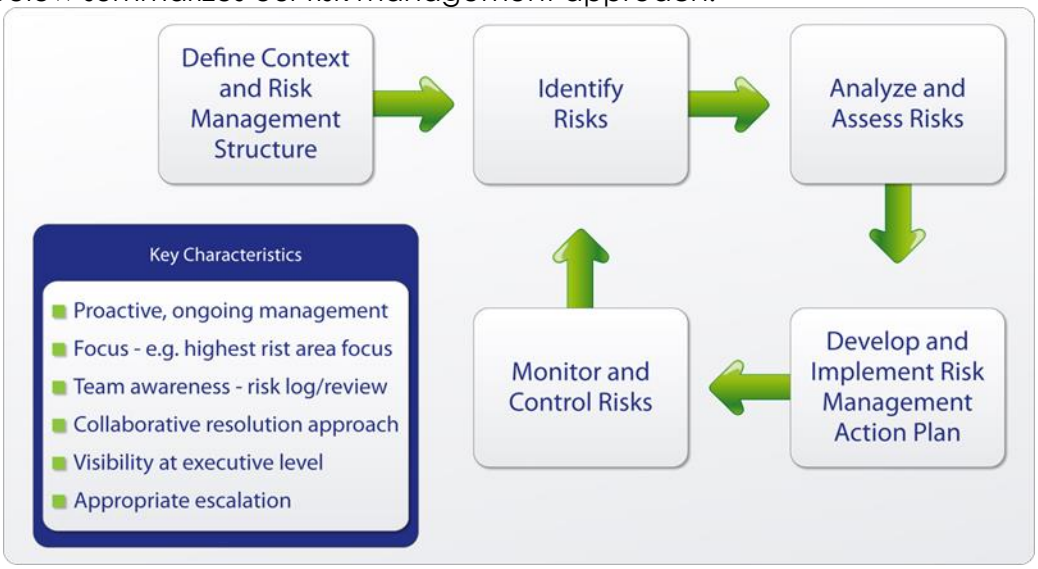
At the commencement of an engagement, Eceptionist performs a thorough, careful and precise risk assessment and identify specific risk-mitigation strategies for any high impact/ high probability risks identified. A cooperative and collaboration structure will be established with Client and key

stakeholders to manage these risks throughout the engagement. All risks will be reported and discussed regularly as part of the project status updates. The Project Management Team will constantly review the risk plan to ensure its accuracy, that any new risks are recognized and documented, and that mitigation plans are being implemented as documented.

The objective of these activities is to ensure that risk events are actively communicated and managed and that their potential negative consequences are kept within acceptable tolerances. The risk management process will make certain that risks are factored into project planning and decision-making. Fundamentally, our risk management approach aims to reduce the likelihood of late or over-budget project delivery and to reduce project obstacles as appropriate.

This industry standard approach to managing risk involves prioritizing the identified risk items based on potential severity and probability and assign appropriate management methods as required to address each specific risk.

The diagram below summarizes our risk management approach:



➢ Project Documents

As part of our commitment to providing exceptional project management and implementation oversight, the following project documents will be provided to support this project:

- Plan of Operations
- Master Project Plan
- Transition Plan
- Turnover Plan (if applicable)
- Quality Management Plan
- Disaster Recovery & Business Continuity Plan
- Application Configuration Design
- Technical Specification Design
- Periodic Project Status Reports
- Test Plan
- Training Plan

➢ Transition to Operation

The team for the Transition Period will be used to support Operations and the same principles for availability and flexibility will apply. This full rollout, including the transition, is planned to take place over 4-12 month. (A shortened time frame could be supported by Eceptionist). However, we propose to reduce our involvement over the course of the rollout as knowledge transfer allows each The City to be more self-sufficient. All interfaces will be built and live during the initial rollout with subsequent connections made as required.

The goal for this project is to have the application operational by June 2023 with future customization able to be made through configuration and vendor provided enhancements.

➢ Technical Documentation

The following technical support documents will be provided as part of the implementation:

- Functional user Guide / Product Manual
- Interface configuration document
- Workflow Tip Sheets (Role based)
- Release Notes

Transition to Operational Service

EceptionistCX is being provided as a SAAS, whereby Eceptionist will retain responsibility for the infrastructure, IT services and performance of the application. Eceptionist will work closely with The City to support end users through access to continued training and 24/7 Help Desk support.

Support During Transition will be delivered by the Implementation team which consists of remote functional and technical members who are directly involved in the transition and all of whom have knowledge to resolve issues or have direct access to other support areas if needed.

A transition and hand-over session will take place after an agreed upon successful operational date to designated The City Tier 1 Support (if applicable). The hand-over session will provide the details for access and reporting to the Eceptionist Service Desk.

Once transitioned to operations, Eceptionist will provide a Tier 1/2 Service Desk. Aspects of Tier 1 support may reside with The City as the first point of contact for The City's employees. Designated City personnel who are trained super users will have access to the Eceptionist Service Desk and contact information will be provided.

The role of the Eceptionist Service Desk is to:

- Be the first point of contact for The City's super users calling to report an incident/inquiry.
- Provide Tier 1 support via email and chat to all users
- Follow the Eceptionist -based incident management process by first opening a trouble ticket for tracking; provide The City with a reference number for follow-up.
- Escalate to 3rd level support as required to ensure quick response and recovery in case of an outage.
- Provide regular recovery status updates to The City and internal teams to ensure appropriate level of attention is provided for the recovery process; and,
- Close the trouble ticket and notify the customer.

Post Go-Live Application Support

The EceptionistCX skilled application support functions include:

- Paged by service desk to investigate application level or communications problems.
- In depth understanding of how the application functions.
- In-depth understanding of how all of the communications interfaces function.
- Understands application architecture.
- Understands customer usage and data flow.
- Investigate production problems to find root-cause and if required develop, test and implement any necessary code fixes.
- Provide The City with documented recovery / problem determination procedures.
- Follow incident, problem and change management process in accordance with the defined procedures, client requirement and ITIL best practices.
- Update application documentation due to approved change requests.
- Continuously maintain and upgrade technical skills and product knowledge as required to meet the demands of the role, including training for all new resources. Provide training to The City and service desk when new features / functions are added to the application.
- Implement or directly provide The City application Change Requests to install bug fixes or enhancements to the application; and,
- Provide routine documented validation testing as documented in approved Change Requests.
- A Service manager will also be assigned to The City

Project Team Qualification

SUPPORT

Eceptionist's Help Desk solution is an important aspect of this offering as a lack of support can translate into poor adoption outcomes. Ensuring that questions, roadblocks, and barriers to use are immediately addressed goes a long way in instilling confidence and translates into positive user satisfaction. Eceptionist believes that providing multiple support channels is key to dissolving barriers to provider adoption; a reliable Help Desk solution is just one of many channels that will be provided to support end-users. Additional support offerings include:

- **Self Help Tools:** Experience has demonstrated that the most common help desk questions from users of the EceptionistCX platform are login issues and use questions that could be resolved with education and training. Therefore, Eceptionist will provide access to self-help tools to ensure that individuals can easily find answers to FAQs and/or self-triage and resolve obstacles on their own.

- **Online Help Guide:** The online Help Guide and training materials will be made available for end-users to access 24x7 to ensure that many support questions can be answered without vendor intervention.

For support needs, tickets, and inquiries that extend beyond what can be resolved with self-help tools, Eceptionist offers two different options for Help Desk Support from which the Client may choose.

Help Desk Tier 1+ Solution: Under the Tier 1+ Solution, Eceptionist will provide support direct The City's designated Super-Users. A Help Desk phone # and online issue tracking system will be made available to users to engage the Help Desk directly with questions. Within this level of support, Help Desk operating hours are Monday – Friday, 7am– 7pm CST/CDT. Chat/email support is additionally available to all users to supplement the assistance that The City would provide directly to its Partners.

The Tier 1 Help Desk can be reached by toll-free # and the issue tracker. Support is available 24x7 to address any issues deemed Critical Level 1. Any Level 1 issue reported in the issue log and/or to the support email outside of business hours will trigger an immediate notification to on-call support. Accounts to the online issue tracker tool will be provided to a designated number of Client Super-Users/IT Support for reporting and tracking issues, defects, and enhancement requests. Included with Tier1+ and Tier2+ support is a commitment to responding to and resolving tickets on time. The following table outlines the Ticket Resolution process included in both levels of support.

Ticket Severity	Definition	Notification	Action	Response & Resolution Targets
1 Critical	Unable to perform a mission-critical business function and where there is no workaround or an underperforming Workaround. (Failure or disruption in service with a critical business impact on the Client; the problem has disrupted Service to the Client; major degradation in Service resulting in a significant impact on Client business operations; business risk is high with a major impact on the Client)	Defect is logged with the Support Desk by phone and in the online issue reporting tool by either the Client or Vendor, and the Defect is escalated immediately	Continuous work by the Eceptionist support team until the Defect is resolved	**Response:** 60 minutes within business hours; 90 minutes outside of business hours **Resolution:** Eceptionist will work to resolve Defects as soon as possible and within 24 hours from initial ticket creation.
2 Medium	Unable to perform a non-critical business function or a mission- critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in a moderate impact on the Client's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist until the Defect is resolved, or as agreed with the Client	**Response:** 4 hours within business hours; 1 business day outside of business hours **Resolution:** 3 days or as agreed with the Client

Acceptance Testing

All modifications and updates to EceptionistCX, including system updates, process updates, changes in resources (staffing or support), or issue resolution, will not be implemented in production without undergoing testing required by the Test Plan and confirmation from all required parties in writing. This applies to modifications before the initial go-live and system support after EceptionistCX is live in production. Prior to implementation:

- Eceptionist will ensure that all testing activities are executed and that each component meets or exceeds all functional and technical requirements.
- Eceptionist will confirm each component is within all security boundaries and requirements.
- Eceptionist will complete all testing, confirm all requirements have been defined and met, and obtain Eceptionist testing signoff.
- Eceptionist will confirm all The City testing is completed and that The City signoff is provided.
- Test results will be provided to The City before requesting approval to move into Production.
- Confirmation of the testing must be provided in writing before test execution is considered complete.

To ensure new features and modifications can be fully tested and confirmed before implementation, Eceptionist will maintain an EceptionistCX integrated test environment before go-live and after go-live. This test environment simulates and represents the production environment to allow End-to-End (E2E) testing of all needed scenarios.

Full Solution Interface	The City EceptionistCX test environment will be a full replica of the Production system, including all solution screens and aspects of the user interface
Reports	All Production reports for all-level users, standard through administrative, are available and can be run in a test environment
Integration	The test environment will include full integration with all external vendors and entities and EceptionistCX functionality, as far as external parties will allow test environment connectivity
Full Spectrum	End-to-End Testing of full processing of all features of the EceptionistCX Platform will be available

Solution Maintenance

Under Eceptionist's proposal, Eceptionist is planning to provide Client's licensed users with access to the EceptionistCX' s multi-tenant version of the system. (Please note that Eceptionist is happy to provide Client with a proposal to access a dedicated instance of EceptionistCX upon request). Eceptionist's proposal to Client with respect to providing access to the EceptionistCX turnkey service is one that includes the following:

- Managed infrastructure
- All EceptionistCX updates and upgrades during the Term
- Dedicated white labeled Client landing page to access the EceptionistCX service.
- System and Data backups
- System monitoring
- Interface monitoring

To ensure the EceptionistCX meets all Client requirements and needs when accessing the service, Eceptionist's consolidated test strategy covers all aspects of solution quality and design.
Our approach begins with Eceptionist's Testing Management methodology. The methodology we use to support us in delivering high-quality testing services, including a repeatable foundation for testing within the following stages.

Test Initiation: We first work with the Client to build a test foundation to meet the needs of the Project. We clarify the roles / responsibilities of each of the activities providing a mutual sense of commitment.

To validate the EceptionistCX service for the Client, Eceptionist will prepare test environment(s) to perform full pre- implementation unit, quality, user-acceptance, and E2E integrated testing operations by the Client or Client contractors.

Requirements: Review requirements to ensure completeness and testability and conduct ambiguity analysis of design specifications. This increases our understanding of the CRM/IRD Platform and alerts us to the level of testing needed for each requirement.

Test Planning: Development of test plan establishing approach, schedule, and deliverables, including recommended deliverables not defined by the Client. It defines acceptance criteria and tolerance levels for identified defects and their severities. During planning, we assess.
current testing tools, processes, and skills of the Client staff supporting testing and work with you to determine the level/type of knowledge transfer or training required by the team for testing.

Test Development: Bridging the gap between requirements gathering and test execution, we work closely with the Client staff to ensure project requirements are translated fully and accurately into a set of repeatable test cases, as well as a Release and Configuration Plan that will support each test phase. This includes evaluating the solution design to clearly identify the test scope, and developing test cases, functional/technical test data, scenarios, and use cases.

Test Setup: The Client will communicate with Eceptionist to coordinate a complete/accurate set of test cases that are based on real-life scenarios, review any test cases that currently exist, maximize the accuracy of testing, and work with the project, so the test environment contains data representative of conditions found in production and developed with production hardware/software.

Test Execution: This is the most visible/anticipated test stage, with multiple iterations of testing being done and stakeholders receiving status and notifications of results. It is essential to carefully facilitate test execution, maintain traceability, and manage test data/results to communicate timely/accurately the status of testing, including open/potential defects. Eceptionist ensures all testing activities are executed, and each component meets or exceeds all the functional, technical, security and performance requirements prior to implementation. Confirmation of testing is provided in writing before test execution is considered complete.

Test Closure: As the end of testing draws close, pressures to remain on the schedule are strong. At this crucial time, we ensure the EceptionistCX Platform has been thoroughly tested, that the defined level of defects has been fixed, and all outstanding test items have a documented/approved plan for completion.

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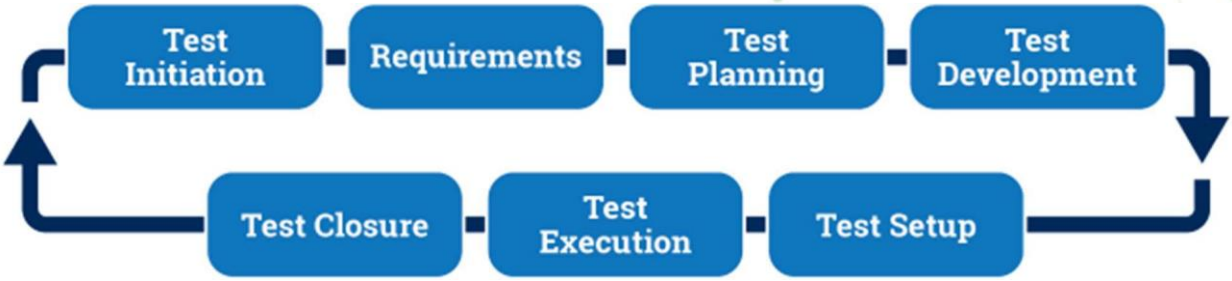


PROJECT IMPLEMENTATION & TRAINING

Project Timeline & Work Breakdown Structure

The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.

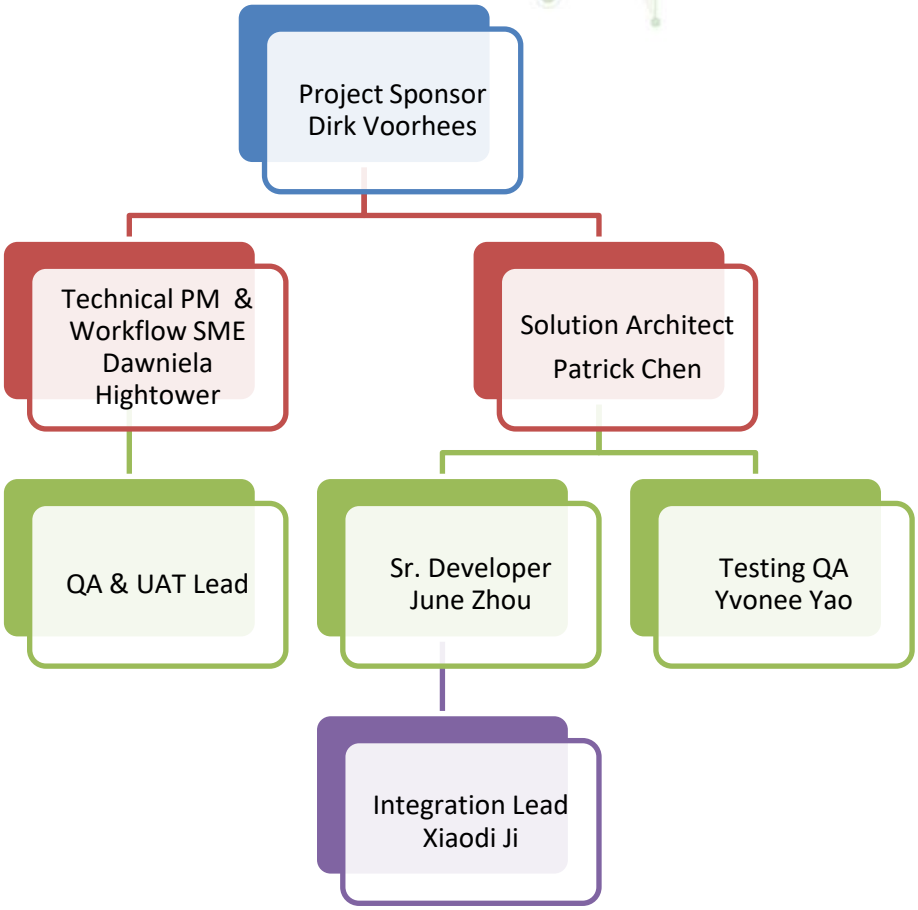
Task	Start	Finish	Duration	Owner
City of Spokane Project Timeline	09/06/23	01/18/24	97d	
Contract Execution	10/02/23	10/02/23	1d	Vendor
Project Kick Off Meetings	10/03/23	10/05/23	3d	Customer / Vendor
Work Product Deliverables (Transition)	09/06/23	11/23/23	57d	Vendor
Communication Plan and Governance Structure	10/24/23	10/24/23	1d	
Plan of Operations Due	10/31/23	10/31/23	1d	Vendor
Training Plan Due	09/06/23	09/06/23	1d	Vendor
Additional Project Documents as Needed	10/25/23	11/23/23	22d	Vendor / Customer
Requirements Analysis & Design (Transition)	10/06/23	10/27/23	16d	
Standard Data Content Requirements: Referral Templates	10/06/23	10/26/23	15d	Vendor / Customer
Other Standard Forms	10/06/23	10/26/23	15d	Vendor / Customer
Workflow & Tasks (Action Handler) Confirmation	10/06/23	10/26/23	15d	Vendor / Customer
Queues Confirmation	10/06/23	10/26/23	15d	Vendor / Customer
Permission, Groups, Roles	10/06/23	10/26/23	15d	Vendor / Customer
Custom Reports (Priority One)	10/06/23	10/26/23	15d	Vendor / Customer
Milestone: Initial Business Requirements Confirmed	**10/27/23**	**10/27/23**	**1d**	**Customer**
Technical Requirements Analysis & Design (Transition)	10/06/23	10/20/23	11d	
SSO / AD Integration	10/06/23	10/09/23	2d	Vendor / Customer
Integration with eSupervision Scope & Workflow Analysis	10/10/23	10/12/23	3d	Vendor / Customer
Data Migration, Conversion Requirements Defined	10/06/23	10/20/23	11d	Vendor / Customer
Provide sample data set	10/06/23	10/06/23	1d	Customer
Data Analysis	10/09/23	10/20/23	10d	Vendor
Template and format design	10/06/23	10/19/23	10d	Vendor
Application Configuration & Development (Transition)	10/02/23	11/16/23	33d	
Environment Set-Up & Ready	10/02/23	10/02/23	0	Vendor

Data / Referral Templates Configuration & Import	10/03/23	10/16/23	10d	Vendor / Customer
Application Overall Configuration to Baseline Requirements	10/03/23	10/23/23	15d	Vendor
Apply Client Customizations & Configurations	10/24/23	11/06/23	10d	Vendor
Regression & Functional Testing	11/02/23	11/06/23	3d	Vendor
Milestone: Demo to Client	**11/07/23**	**11/07/23**	**1d**	**Vendor**
Data Migration Tasks	10/20/23	11/16/23	20d	
Migrate Resource Records	10/20/23	11/02/23	10d	Vendor
Validate & Resolve	11/03/23	11/16/23	10d	Vendor / Customer
Transition System Integration Design & Implementation	10/06/23	11/06/23	22d	
Establish Secure Connection	10/06/23	10/19/23	10d	
AD / SSO Integration Configuration & Testing	10/06/23	10/12/23	5d	Vendor / Customer
eSupervision Configuration & Testing	10/24/23	11/06/23	10d	Vendor
Test Site Configuration & UAT	11/08/23	11/21/23	10d	
UAT	11/08/23	11/10/23	3d	Customer
Final Software Config, Fix & Resolution	11/08/23	11/21/23	10d	Vendor
Milestone: User Sign-off	**11/21/23**	**11/21/23**	**0**	**Customer**
Training & User Support	10/06/23	01/18/24	75d	
Develop training & support materials (Ongoing)	10/06/23	01/18/24	75d	Vendor
Administrator Training	11/08/23	11/14/23	5d	Vendor / Customer
Super User & Other End-User Training	11/13/23	11/17/23	5d	Vendor / Customer
Production Preparation & Cutover	11/22/23	11/27/23	4d	
Prep, Clean Test Site & Update Production	11/22/23	11/23/23	2d	Vendor
Complete Cutover Steps	11/22/23	11/27/23	4d	Vendor
Production Validation	11/22/23	11/27/23	4d	Vendor
Integrations Verification	11/22/23	11/27/23	4d	Vendor
Service Desk Readiness	11/22/23	11/27/23	4d	Vendor
User Onboarding Support / Verify Account Access	11/22/23	11/27/23	4d	Vendor / Customer
Milestone: Operational Go-Live	**11/28/23**	**11/28/23**	**1d**	**Customer**
Transition to Support: Responsive Improvements	11/29/23	01/09/24	30d	Vendor / Customer
Work Product Deliverables (Post Operational Date)	11/29/23	04/30/24	110d	
Consulting, Customization & Training	11/29/23	04/16/24	100d	Vendor / Customer
(Optional) Priority Two Enhancement Agile Development	11/29/23	04/02/24	90d	Vendor
Full Transition to Operational Activities	04/03/24	04/30/24	20d	Vendor / Customer

Project Team

The following diagram presents the Eceptionist Project Team organization chart which indicates the team structure, membership, and roles of each of the team members responsible for servicing an agreement with the City.

Resumes for key personnel has been provided.



The project team has extensive experience in providing best-in-class referral and workflow solutions to a variety of clients within different countries around the world that manage and provide portfolios of services. The table below provides specific implementation experience demonstrating similarities of several examples that should provide The City with a high level of confidence in our ability to exceed the requirements of this project.

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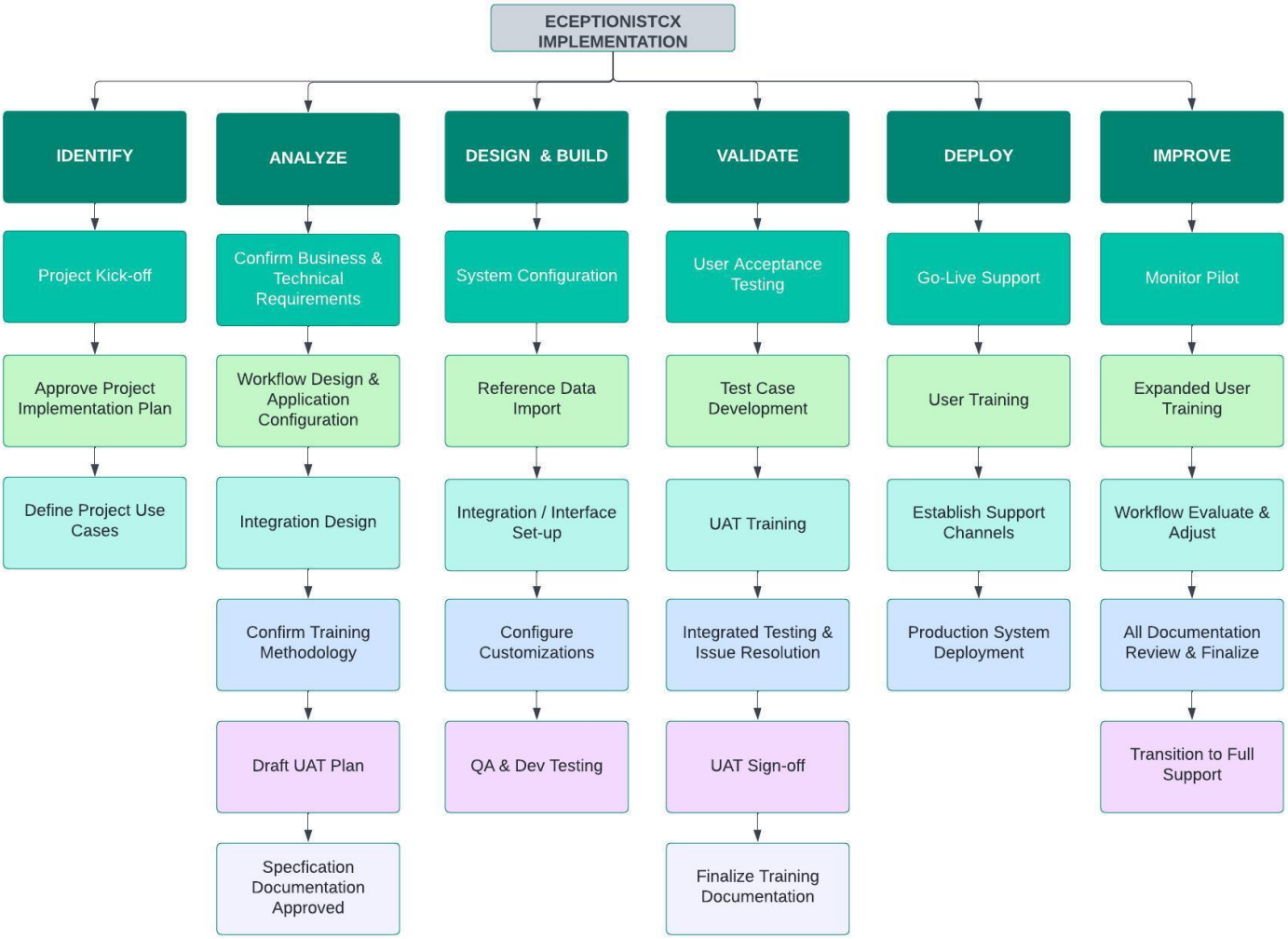

TRAINING APPROACH

Eceptionist delivers training to all clients using a "just-in-time" principle. This training curriculum is tailored to the role of the learner and provided near the time when this new skill is required. Training materials such as a training guide, tip sheets, online help guide, and user guides are provided as part of the training curriculum. While we often employ principles of train-the-trainer, some customers have requested that we develop training programs to include training of all their end-users.

For example, the EceptionistCX platform was rapidly deployed at the Louisiana Department of Corrections in response to an emergency government mandate that increased inmates' health standards. With a project timeline of only six weeks, Louisiana employed Eceptionist to train administrative staff and clinicians in over 100 locations across the state. Eceptionist responded by developing a training program that included recurring training sessions, lunch and learn access to web-based self-learning tools, and a strategy for continuing training over the 12 months post go-live.

Eceptionist's services do not stop at providing software; we partner with customers - before, during, and long after go-live to ensure their success. This partnership can take many forms but is ultimately intended to ensure continued quality and customer success.

Eceptionist will partner with The City in the development of a cohesive, robust training strategy that will include:

- Training needs assessment support – leveraging information from the environment scan to help determine who from The City should be trained and the information to be taught.
- Training curriculum and materials review – sharing best practices and feedback on course materials and instructional methods.
- Training pilot activities – supporting pilot development and participating in pilot activities.
- Training delivery and deployment schedule support – sharing insights gleaned from engagement activities to ensure workforce constraints are considered.
- User training feedback review – collecting and discussing training participant feedback and determining the best approach for incorporating input into training materials.
- Side-by-side coaching to ensure user are confident with their new skills.

Eceptionist will collaborate with The City's resources to deploy a training program customized to the generalized workflow and various use cases. Training will be provided on an ongoing basis from implementation through the project's life to include UAT, Administrative/ Super-User, and End-User Training.

A training approach that includes both train-the-trainer and a direct to end-user training curriculum is recommended. The training strategy is expected to mature as software adoption increases. To support the incremental growth in the user base, the training strategy has been divided into multiple approaches covering both short- and long-term training needs.

As part of the training, trainers will educate learners on all aspects of the application and provide training materials, along with customer-specific tip sheets designed to reflect the customer use cases and workflow. A standard application help guide is also available online and accessible via the application. The online help guide can be queried with questions and dynamic searches from within the application to provide user support at the point of use.

The various training types and modes of delivery being recommended within this project are described below:

Initial Go-Live Training: Train-the-Trainer

Eceptionist trainers will deliver Group-based training to identify system administrators and super-users. This type of training would typically be delivered in the method of Train-the-Trainer. This approach provides in-depth instruction on all aspects of the system and usually requires up to 2 days of training, delivered all at once (on-site) or in smaller segments (virtually). Multiple train-the- trainer sessions may be scheduled during and post-implementation to accommodate The City's breadth of learners.

The objectives of the Train-the-Trainer approach are to:

- Provide super-users and administrators with a thorough education on all applicable use cases, training materials, and best practice guidance for delivering support within their area
- Transfer knowledge regarding areas of the application that can be updated and customized by an authorized user without vendor intervention
- Prepare The City Trainers (if applicable) with the tools to support adoption
- Prepare The City testers with the tools for completing UAT

Initial Go-Live Training: End-User Training (Referral Staff, External Providers)

Group-based training will be delivered virtually or in-person (The City's choice) to The City designated users that are part of the initial roll-out of EceptionistCX. This training will include thorough instruction on managing and triaging referrals, adding urine test results, and all other user cases that are incorporated in the rollout. This approach ensures that learners understand how to use the system's functions that pertain to their role. End-user training sessions can be completed in 1-3 hours (length depends on user role) and could be conducted in-person or virtually.

The objectives of the Direct to End-User training approach are to:

- Instruct The City users how to navigate through the system and use EceptionistCX to review and triage referrals, add test results, etc.
- Ensure users understand the EceptionistCX use cases and workflows available to them and how to operate those use cases in the system.

Initial Go-Live Training: External User Training (Partners)

Group-based training will be delivered and offered virtually to the Partners that are part of the initial roll-out (Pilot) of EceptionistCX. This training can be delivered through a combination of pre-recorded videos and/or brief instructor led virtual session, such as a Lunch and Learn. This training will include thorough instruction on how to receive referrals, provide assessments, test results and monitoring

back to The City. This approach ensures that learners understand how to use the system's functions that pertain to their role. Partner training sessions can be completed in 30-45 minutes and would typically be conducted virtually.

The objectives of this Direct to Partner training approach are to:

- Instruct Partners how to navigate through the system and use EceptionistCX to view and receive referrals, provide assessments and test results.
- Ensure Partners understand the resources and information available to assist them with managing a quality referral
- Communicate the benefits of the platform.
- Enable referrers with self-help tools to address any future questions or education needs.

Ongoing Training: End-User

Employing the principles of the initial go-live training, end-user training will be offered throughout the project as new groups are onboarded and new staff are hired. Eceptionist in partnership with The City project team will continue to deliver training as requested until all training contract hours have been consumed.

Ongoing training will be offered on a recurring bi-weekly or monthly basis to new organizations and users as part of a rolling onboarding approach during the first year.

Continued Refresher Training

Post go-live training education and support are intended to encompass supplemental training on specific workflows, new-release training on new use cases and functionality, and instructional videos. Supplemental and new-release training will be delivered virtually via webinar or recorded video. Typical live training sessions will last up to 1-hour.

Supplemental Training Videos

The development of videos to provide training can be effective as a training support tool to educate end- users on the "how-to" for specific functions or workflows. Videos are recorded using a customer test environment that does not contain PHI. Videos would typically range from 5 to 10 minutes and be accessible from a central location for users to view without downloading the video file.

Upgrade & Version Release Training

Upgrades and maintenance is included in the annual software fee. Eceptionist will continue to provide training and training resources for all releases of upgrades and new features.

Training Tools will include:

- User Guides
- Tip Sheets
- Web-based Help Tool
- Training videos
- Curriculum Management
- Trainee Learning Tracking & Reporting
- Release Notes

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APPLICATION TECHNICAL INFORMATION

Hosting & Infrastructure

Eceptionist uses Microsoft Azure as the service provider for hosting our EceptionistCX solution. It is one of most leading hosting service providers and has leveraged its constantly-expanding worldwide network of data centers to create Azure, a cloud platform for building, deploying, and managing services and applications, anywhere, and provides secure, reliable access to the cloud hosted data—one built on Microsoft's proven architecture.

Our SAAS solution is hosted in the East UA region as the primary location and Central region as the backup location. Besides this, Azure constantly maintains three healthy replicas of the data, it ensures that the application database is internet accessible through an internet gateway with sustained database availability, and monitoring assesses the health and state of the active databases at five-minute time intervals.

The infrastructure proposed for EceptionistCX solution in each Azure region has a redundant and high availability infrastructure in both front and back ends to protect from the single point of failure.

The Microsoft Azure Cloud Infrastructure designs, builds, operates, and improves the security of the cloud infrastructure. it ensures that the Azure infrastructure is delivering high availability and reliability, high efficiency, and smart scalability.

Microsoft Azure has uninterruptible power supplies and vast banks of batteries ensure that electricity remains continuous if a short-term power disruption occurs. Its emergency generators provide backup power for extended outages and planned maintenance. If a natural disaster occurs, the datacenter can use onsite fuel reserves.

Microsoft Azure uses high-speed and robust fiber optic networks connect datacenters with other major hubs and internet users. Compute nodes host workloads closer to users to reduce latency, provide geo-redundancy, and increase overall service resiliency. Microsoft Azure team of engineers works around the clock to ensure services are persistently available.

Microsoft Azure ensures high availability through advanced monitoring and incident response, service support, and backup failover capability. Geographically distributed Microsoft operations centers operate 24/7/365. The Azure network is one of the largest in the world. The fiber optic and content distribution network connects datacenters and edge nodes to ensure high performance and reliability.

Microsoft designs, builds, and operates datacenters in a way that strictly controls physical access to the areas where your data is stored. Microsoft understands the importance of protecting your data, and is committed to helping secure the datacenters that contain your data. We have an entire division at Microsoft devoted to designing, building, and operating the physical facilities supporting Azure. This team is invested in maintaining state-of-the-art physical security.

Microsoft takes a layered approach to physical security, to reduce the risk of unauthorized users gaining physical access to data and the datacenter resources. Datacenters managed by Microsoft have extensive layers of protection: access approval at the facility's perimeter, at the building's perimeter, inside the building, and on the datacenter floor. For more detail information about Microsoft Azure data center building security and policies, please visit https://learn.microsoft.com/en-us/azure/security/fundamentals/physical-security.

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Management Proposal

Eceptionist has a long history and a strong presence providing health and social care software solutions to organizations across the globe. With more than 20 years in business, Eceptionist is a well-established, leader in offering Commercial Off the Shelf (COTS) software solutions that improve the efficiency and facilitate care coordination for our clients and the consumers they serve.

As part of this proposal we are recommending, our EceptionistCX platform; a robust web-based solution comprised of multiple modules that can be implemented independent of each other or together for a seamless experience. The EceptionistCX application is web-based, offering multiple delivery models including SAAS, cloud hosting by customer and installation on premise. Our proposal to the City of Spokane (The City) is to provide an all-encompassing SAAS solution that includes a our closed-loop referral management platform and supporting scheduling features.

The Eceptionist experience provides The City with an implementation and support team led by skilled project managers with over 20 years' experience, providing leadership for health and social service transformation projects and a background in statewide, county and provincial solutions. Our project manager will also be supported by a talented team with a history of providing superior services to our Department of Corrections clients in particular, as well as by an expansive pool of functional experts and technical engineers.

Eceptionist understands the goals of The City and is offering a solution that exceeds the objective of this initiative.

Exceeding Customer Expectations

Although the EceptionistCX solution is a COTS product, we recognize that The City has a detailed scope of work that may differ from the EceptionistCX baseline functionality. For each individual requirement where this occurs, we have explained our solution's approach to meeting the requirements. Eceptionist has demonstrated experience implementing our COTS solution in complex environments with mature processes that demand a vendor who can accommodate and translate their needs into a baseline software. This is in fact an area in which we believe to have a competitive advantage.

Our team of project managers, analysists and subject matter experts are uniquely qualified at interpreting customer business requirements into software solutions that deliver on expectations. Our team of engineering support has demonstrated success at incorporating enhancements into our COTS solution through configuration such that customer environments remain flexible enough to accept standard upgrades and improvements.

Proven examples of EceptionistCX delivering on expansion of features to meet customer needs includes when Vital Core Inc. conducted a market scan to identify a referral and specialty care management solution that could be rapidly implemented for their client the Mississippi Department of Corrections (DOC). An important need for Vital Core was to acquire a platform solution that is flexible enough to be implemented across states and clients, meeting the unique requirements of different DOC organizations. Ultimately, Vital Core selected Eceptionist's proven referral platform for its ability to be customized through configuration. This ability to take a COTS solution and then

customize it for each of the state's where they operate was a key advantage.

Rapid Implementations

Eceptionist has demonstrated experience deploying in high visibility, statewide/county projects under short time frames. In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on a platform that launched in 6-weeks. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased approach.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused EHR. LDOC processes thousands of referrals and appointments each month.

Company Information

Eceptionist, Inc. (www.eceptionist.com) is a leading provider of care coordination software solutions providing cloud-based applications that support organization's ability to coordinate care and manage the delivery of services across sites, regions and countries. Eceptionist is a Texas based company with headquarters in Houston Texas. Since 2000, we have been helping clients reduce costs and optimize the delivery of healthcare services. Our global client portfolio includes regional and statewide health systems in the United States, State Department of Corrections and Federal Prisons, university medical centers, the National Health Service (NHS) in the UK and Ireland, provincial health services within most Canadian provinces and previous projects in Australia and Continental Europe.

Eceptionist's first installation of the Eceptionist solution occurred in 2000. Since, organizations around the globe have been utilizing the Eceptionist platform to coordinate care and manage all types of collaborative workflows. Tens of millions of events and activities have been managed using Eceptionist solutions and services over the last 20 years.

PROJECT PERSONNEL

A highlight of key personnel credentials and responsibilities is included below:

Project Sponsor | Dirk Voorhees

Dirk is a Principal of Eceptionist with over 25 years' experience working in Health IT, designing business solutions that encompass software development and design. He is one of the founders of Eceptionist, with hands-on experience overseeing all the company's original implementations. He brings vision and extensive experience providing project oversight to multiple types of software implementations.

He has over 20 years' experience overseeing implementations of EceptionistCX globally in the US, Canada, UK, Italy, and Australia, including:

- Executive Project Lead, Louisiana Department of Corrections
- Product and Solutions Design Lead, CritiCall Ontario
- Executive Project Lead, Baylor St. Luke Health System
- Executive Project Lead, Optum Healthcare
- Executive Project Lead, BCEHS

Technical PM, Implementation & Training Lead | Dawniela Hightower

Dawniela has been leading implementations of EceptionistCX for nearly a decade. Her experience in software implementation includes managing numerous large-scale implementations with complex integrations and developing training programs and strategies for adoption. She brings extensive healthcare knowledge to projects, having previously served as both a consultant and trainer on many types of Health IT projects, including HIEs, EHR implementations, and quality initiatives. Her project experience includes:

- Implementation and Training Lead, Mayo Clinic
- Implementation and Training Lead, Dana Farber Cancer Institute
- Implementation and Training Lead, Vital Core, Mississippi & Delaware Department of Corrections
- Implementation and Training Lead, BCEHS
- Implementation and Training Lead, Children's Hospital of Orange County
- Implementation and Training Lead, Webb County
- Implementation and Training Lead, Optum Case Management

Solution Architect and Lead Systems Engineer | Patrick Chen

Patrick has been engineering software solutions for Eceptionist for more than 20 years. He is both an experienced software engineer and an applications integrator. He oversees a team of engineers and is responsible for bringing Eceptionist's roadmap to fruition. His technical experience includes proficiency in C/C++, C#, Python, Swift Assembler language, Java, JavaScript (jQuery, React.js, Vue.js), SQL, HTML, FHIR, CSS, PHP, and VB. His experience and roles include:

- Solutions Architect / Integration, Dana Farber Cancer Institute
- Solutions Architect / Integration, Vital Core, Mississippi & Delaware Department of Corrections
- Solutions Architect / Integration, BCEHS
- Solutions Architect / Integration, Children's Hospital of Orange County
- Solutions Architect / Integration, Webb County
- Solutions Architect / Integration, Optum Case Management

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ECEPTIONIST CONTRACTS & REFERENCES

REFERRAL CUSTOMER EXAMPLES

Mississippi Department of Corrections, Vital Core | 2022 – Current

Dr. Raman Singh, Chief Medical Office, rsingh@vitalcorehs.com

Vital Core selected EceptionistCX solution for case management and to manage specialty care referrals within state Department of Corrections Healthcare programs. In particular, within the Mississippi Department of Corrections, the EceptionistCX solution is being utilized for case management of hospital admissions and transitions of care.

The solution is currently being implemented for the Delaware Department of Corrections as part of project expansion.

Technical Highlights: An interface between EceptionistCX and the State's Offender Management System is included in this implementation.

CHOC Children's Hospital, Orange County | 2017 - Current

Gina Cadogan, gina.cadogan@choc.org, Director

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected EceptionistCX to implement a referral portal to facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff. The project contained bi-directional integration with the Cerner electronic health system and with a cloud fax server.

Technical Highlights A bi-directional interface between the EceptionistCX and the clinical system.

Louisiana Department of Corrections, Baton Rouge | 2013 – Current

Melanie Benedict, RN Manager, melanie.benedict@la.gov

Louisiana Department of Corrections (LDOC) – Central Healthcare System: LDOC operates a central referral hub for processing referrals to specialists for the entire inmate population throughout the state. The challenges of processing referrals, managing workflow and the burdensome nature of authorizations is experienced similarly by LDOC. LDOC has been using EceptionistCX since 2013 to create, receive, and manage electronic referrals.

Technical Highlights: An interface between EceptionistCX and the State's Offender Management System.

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STATEMENT OF CONTRACT TERMINATION

Eceptionist has not had any contracts terminated for default in the 20+ years the company has been in business.

Cost Proposal

This proposal highlights Eceptionist's proposal for the City of Spokane through its City and County Supervision Departments/Criminal Justice Services ("Spokane") to use the EceptionistCX service as a tool to manage referrals and related activities for defendants going through the Spokane or County legal system via the EceptionistCX enterprise portal and CustomerCX portal.

ECEPTIONIST SOFTWARE PRICING

The Eceptionist pricing model being proposed is designed for Spokane and the defendants that Spokane provides the services defined in the related RFP. This option comes with the following features:

- Use of EceptionistCX Software as a Service (SaaS).
- Organizational Landing Page– Under this proposal, Spokane will get its own landing page (one for the enterprise portal and one for the CustomerCX portal) that can be white labeled for Spokane. Note, white labeling includes incorporating Spokane's logo and a Spokane label but does not include changing the layout of the Eceptionist platform
- Integrated URL – Under this option, Eceptionist will work with Spokane to integrate the URL into the Spokane's website

PRICING STRUCTURE

The service and fee structure that Eceptionist is proposing to Spokane to support the referral requirements for the services defined in the related RFP via EceptionistCX portal is a service-based model.

Agreement Term (the "Term"):

Five (5) years starting from the Effective Date of an Agreement. The Agreement will automatically renew for additional, successive one-year periods, unless either party gives the other party written notice of termination at least 90 days before the end of the initial term or of any successive two-year term thereafter.

Accessed Products:

EceptionistCX' s ReferralCX, CustomerCX plus the related administrative tools.

Annual Service Fee

For each annual period (i.e., 12 month period – "Measurement Period") during the Term of the Agreement, Spokane agrees to pay Eceptionist a Annual Software fee of $95,000 (the "Annual Service Fee") for use of EceptionistCX in a given Measurement Period across all of Spokane as it

relates to the services being managed via Eceptionist.

PRICING NOTES:

- Enterprise access for Spokane to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) are due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
    - Unlimited number of Patients/Defendants
    - Unlimited number of Providers
    - Unlimited number of Regional Treatment Partners
    - Unlimited number of Users
    - Unlimited number of Spokane sites
    - Unlimited number of events (i.e., referrals, scheduled appointments)
    - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Note, Eceptionist would be happy to provide tier 1 support for defendants but additional fees would apply and more information would be required. Please note that in our experience, defendant/patient users do not require support as there are many self-help tools that we will make available as part of the project.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 message segments (up to 136 characters for each segment). Spokane will be required to pay for SMS/text messages beyond this annual allotment.
- The default message medium within EceptionistCX for notifications, confirmations, reminders, etc…. is email messages. EceptionistCX will be happy to support any type of notification, confirmation, reminder, etc…. via SMS/text but Spokane will be required to purchase blocks of SMS/text segments to support this.
- Additional SMS/text message segment blocks can be purchased at any point during the Term of the Agreement for the following price:
    - Block of 50,000 message segments (up to 136 characters for each segment) for $2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Spokane to Eceptionist under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Eceptionist's net income, Spokane shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Spokane shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit

- Spokane will have access to 2 different EceptionistCX environments including Production and UAT.
- **This pricing assumes that the EceptionistCX services proposed to Spokane are provided out of a SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term and not a license in perpetuity.**

REPORTS

Eceptionist has assumed no custom reports. Spokane will get access to all of the canned reports related to the functions in Eceptionist that Spokane has access to.

TRAINING

Eceptionist has assumed a "train the trainer" approach for this project. Eceptionist has assumed 10 days of training effort for this project of which 5 days are allocated to web based functional and admin training with the remaining days allocated to training preparation, web-based and implementation related training. Ongoing training is included in the annual service fee.

ONBOARDING FEES

Onboarding services and professional services (excluding data migration and customer reports) described in the RFP are included the total pricing.

Integration

Eceptionist has assumed the following integration for this project.

ADFS Integration

Eceptionist will integrate EceptionistCX with Spokane's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/internet connection
- Spokane can whitelist the EceptionistCX server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Spokane's domain users but is not deployed to support single sign on.

Spokane ADFS Authentication Integration Work

- Spokane will need to set up the ADFS server and federation service

- Spokane will need to make the site accessible to the Eceptionist site over the internet or whitelist Eceptionist site IPs on Spokane firewall
- Spokane will need to make Eceptionist site to be "Relying Party Trust" on the ADFS server
- Spokane will need to set up a trust relationship from the Eceptionist application to the ADFS service
- Spokane will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to Eceptionist in a security token.
- Spokane will provide the trust certificate used by Spokane ADFS
- Spokane will provide a test account and system for the integration testing

Eceptionist ADFS Integration work

- Eceptionist will provide a login page for ADFS
- Eceptionist will configure Eceptionist application to support ADFS authentication
- Eceptionist will install Spokane ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Eceptionist and Spokane team will need to confirm the permission mapping requirements during the implementation

eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defenders/patient's that are created, updated and transferred into Eceptionist. The assumptions around this integration are included below:

- One instance of the Defender Management System
- Data standard: CSV text format
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or Eceptionist can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and Eceptionist will pick up the data files and process accordingly.
- Integration Data Flow Direction: One direction only from Defender Management System to Eceptionist, the defender records created or updated in Eceptionist will not be sent back to the Defender Management System.
- Implementation efforts include:
    - data specifications
    - network connection
    - defendant data processing implementation
    - location transfer data processing and business logic implementation
    - integration testing and deployment

Please note that Eceptionist is happy to integrate EceptionistCX with the Defender Management System using a different method of integration accomplishing different goals but what is described above is the most common ways that we have seen integration work with defender management systems in the past.

The estimated fees for the integration options above are included below.

Integration Options*	Effort (days)	Fees**
ADFS Integration	7	$10,500
Defender Management System Integration	10	$15,000

TRAVEL

Eceptionist has assumed that all of this work will be done remotely and off-site. In the event that travel costs are required, Spokane would be responsible for reasonable travel and accommodation expenses that are approved in advance by Spokane.

FEE SCHEDULE

Included below is a breakdown of the overall fees over the Term proposed in this proposal.

Initial Term	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Service Fee	95,000	95,000	95,000	95,000	95,000	475,000
ADFS Integration	10,500					10,500
Defender Management System Integration	15,000					15,000
Total	120,500	95,000	95,000	95,000	95,000	500,500

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OPTIONAL SERVICE PRICE SHEET

The following represents optional services not included in the proposed Fee schedule.

Task	Description	Price
Custom Reports	Pricing generally ranges based on complexity of report as follows: • Simple = $4,000 • Medium Complexity = $8,000 • Complex KPIs / Dashboards = $14,000	$4,000 - $14,000
SMS	The Annual Service Fee includes SMS/text messages to support dual factor authentication during a user's first-time logging into the application. Dual factor authentication for subsequent user logins, would utilize email unless otherwise specified. To enable dual factor authentication at every login using SMS/text requires the purchase of a block of SMS/text segments. The default medium for sending automated notifications, confirmations, reminders, etc. is email. The email service is included in the annual service fee. To enable SMS/text notifications requires the purchase of a block of SMS/text segment	SMS/text message segment blocks can be purchased at any point during the Term of the Agreement for the following price: Block of 50,000 message segments (up to 136 characters for each segment) for $2,100 USD
Data Migration / Import Service	Development of tool customized to customer's data requirement for importing events using a self-service tool Includes support to assist with import. 1x set-up fee	$15,000
Data Export Service	1x set-up fee	$10,000
Zoom / MS Teams integration for Telehealth Scheduling	EceptionistCX includes COTS api integration with Zoom and/or Teams leveraging customer provided accounts for the purposed of scheduling virtual events from within EceptionistCX with embedded conference links.	INCLUDED

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Appendix A

INTEGRATION MODELS AND METHODOLOGIES

- **System Embedded Integration**

  When EceptionistCX is required to frequently interact with other systems/applications at the user presentation/interface level, it can use the System-level integration model to work as an embedded system within other systems; especially other systems that are web-based. The typical methodologies used with this integration model are portal technology, URL redirecting or page inner frames or popup windows.

  For example, a client application can open the EceptionistCX application directly by calling the EceptionistCX service gateway URL with a set of pre-defined parameters and actions to access EceptionistCX UIs and functions, such as click to submit/open service request, click to book/view/cancel appointment, click to take surveys, etc. and the parameters of URL will be encrypted for security.

  Example query string before encryption:

  https://EceptionistCX.com/servicegateway?Action=bookappointment&**SessionId**=24148932-2AE7-4D66-9DF2-10501C7FA4B5&**Created**=20180426184600

  Example query string after encryption:

  https://EceptionistCX.com/servicegateway?q=%2BqyPANVitZbZTsonpfCniCsLHBsNvaP%2Fc%2B4IWElYnBKYvoUQQnYRCJkGW%2FMiXpe5IxN5poM51FcW7g3eCg%2BybCuDC8lmWwAUQfgjbE3dwWQE%2Fi6eUw0R5q%2BRZqoOzoezv6j%2F5az9BR9Rf0HIl9Dqj%2B9Ui3VBqxm3%2BcWOlnZz6rvb6Oy7dhfKTrCcIMdM06kF07SPopkEA449yq5CM8883dgwhoGjmkgApob7yENrYNi%2Btna8nxbkWHQBpi231K%2B7pO0KWvf6z1C3kebtL5GoWjgu2Z9fHnt9Rtk904rCC1aTQIKayK7uww%3D%3D

- **Application-Level API Integration**

For more complicated business logic and workflows integration requirements, EceptionistCX contains set of APIs which allow the external systems for data exchange and integration. The following APIs are available out-of-box:

- Order & Service Request Service API
- Appointment Service API
- Clinic Service API
- Provider Service API
- Patient Service API
- Reference Data Service API
- User and Permission API
- Organization and Site API

The Eceptionist platform has been integrated with many different types of systems and many different brands of EHR's over the years. Included below is a sample of some of the systems in which Eceptionist has been integrated with over the years.

- Cerner
- IDX
- GE
- Eclipsys
- EPIC
- MEDITECH
- iSoft
- McKesson
- INPS
- DEERS (US Military)
- Exchange Server
- Allscripts
- Orion Health Portal
- Initiate Client Registry
- Vsee
- Egate
- Orion Rhapsody
- Iguana
- Varian Aria (Oncology System)
- Athena (integration in process)
- Nextgen (integration in process)

— **Message-based Integration**

For Loose Coupling integration, EceptionistCX also supports message-based integration and data exchange, including:

- HL7 & FHIR messages
- Data File Drops and
- Direct Secure Messages
- Fax
- SMS messages
- Message App -What's up
- MS Exchange and Office 365

INTEGRATION EXPERIENCE

Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
HNNCSB Behavioral Healthcare Service Provider Interface supports telepsychiatry, transfer of behavioral health request, and consult data	Bi-directional with Credible	• CCD • HL7 SIU	• Patient demographics, Vitals, labs, diagnoses • Appointment

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Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
Children's Hospital of Orange County Health System Interface supports the bi-directional transfer of referral data for a closed- loop process; referral and clinical data are moved between EceptionistCX and EMR. Referrals created in Cerner interface into EceptionistCX	• Bi-directional with Cerner • Fax	• HL7 ADT (A04, A31, A09, A03) • HL7 MDM • HL7 ORM (O001) • HL7 SIU (S12, S13, S14, S15, S17, S26, Z01, Z03) • Web API with TLS authentication • SFTP File Transfer	• Patient demographic info • Clinical documents • Appointment data, status, and changes • Referral data, history, and status • All referral data fields
Vail Health System Colorado Health System Interface supports patient self- scheduling of vaccines and tests, and covid test lab ordering patient schedules in the EceptionistCX consumer portal; EceptionistCX sends messages to EMR	• Cerner • AllScripts	• HL7 ADT (A04, A05) • HL7 ORM (O01)	• Patient demographic info • Lab orders (ORU) • Appointment data and status
Omara Health Exchange Canadian HIE/Healthcare Marketplace Interface embeds EceptionistCX, referral, and scheduling function into the HIE; supports SSO and seamless data exchange between APPS	• SSO Identity Management • Proprietary HIE	FHIR API	Clinical data (schedule, referral/request) Patient demographic info
Dana Farber Cancer Institute Regional Health System Interface supports ingesting patient demographic, admit and discharge data to schedule and deliver bedside cell therapy treatment.	EPIC	HL7 ADT (A05, A038, A01, A11, A03, A13, A08, A17, A18, A31)	Patient demographics Admit, discharge, and transfer date and location
WSBC Workers Compensation Board of British Columbia Interface supports the automated creation of referrals from a credentialed claim. EceptionistCX is receiving claims' file data and triggering a referral based on the claim type	WSBC Provider Portal WSBC Claims Management System	API Web Services	Claims data Provider profile/demographic data

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Partner	Integrated Systems*	Integration Methodology / Messages Exchanged	INTERFACE DATA EXCHANGE
Louisiana Department of Corrections Statewide Healthcare System Interface embeds EceptionistCX request/eConsult window in EMR frame for data transfer between EMR and EceptionistCX. Inmate location and identifiers are transferred via interface/SFTP file transfer.	GE Centricity Fusion Cajun (inmate directory)	• Embedded webpage; URL encryption, web services • HL7 ORM (O01) • SFTP	Inmate location and demographic data Referral and eConsult data
NLCHI Provincial Healthcare System Interface allows for requests created in the clinical system to be interfaced into EceptionistCX, where they are triaged as a consult or appointment	Bi-directional with Healthe NL (Proprietary clinical system)	HL7 ORM (O01)	eConsult and request record, patient demographic data, and reason for the request

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Appendix B – Resumes

DIRK VOORHEES | PRODUCT AND SOLUTION DESIGN LEAD

RELEVANT PROJECT EXPERIENCE

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Executive Project Lead, Product Design | 2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within 7 days.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Vail Health | Covid Response Patient Portal

Executive Project Lead, Product Design | 2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Executive Project Lead | 2018 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including eConsults and second opinions.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support the St. Luke's

project. As part of this project, Dirk worked with the client to confirm the business requirements for "go live." Dirk also oversaw all training on this project.

Children's Hospital Orange County (CHOC) | Referral Platform
Executive Project Lead | 2018 – Present

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal to facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.

Dirk provided executive leadership on this project, ensuring that project deliverables met the Eceptionist standard of quality.

Optum (US/United Kingdom) | Referral Facilitation Service
Executive Project Lead | 2015 – Present

Optum selected the Eceptionist to manage a central referral service for its clients across the UK. Optum needed a platform that could be deployed quickly, scalable, flexible to support multiple clients, and interoperable and secure. Optum uses Eceptionist as its core platform to support a Referral Facilitation Service ("RFS") that it provides to its clients across the UK. These referrals and service requests include referrals from primary into secondary care, secondary care referrals into the community, eConsult, and overall access to services. Specifically, Optum uses Eceptionist to:
The Eceptionist platform was rolled out for Optum over a 2 ½ month period. During this implementation phase, Eceptionist worked with Optum to confirm and configure the data, workflow, and provider network requirements. Within this implementation, Eceptionist was integrated with multiple Optum systems.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist within a timeline of 90 days. As part of this project, Dirk worked with the client to confirm the business requirements for "go live" and all the logistics of a technology replacement project. Dirk also worked with the client to confirm the technical requirements for integrating Eceptionist and various client systems. Dirk oversaw all training on this project. Dirk worked with the client to confirm all service request workflow business requirements and oversaw all configuration of Eceptionist to Optum and all their clients. Dirk currently manages the client relationship and has overseen all upgrades over the years.

Louisiana Department of Corrections | Referral & eConsult Network for statewide service
Executive Project Lead |2013 – Present

In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and eConsult service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on

a platform that launched in 6-weeks. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused on EHR. LDOC processes thousands of referrals and appointments each month. As of 2022, all specialty service requests and referrals from jails and prisons within Louisiana go through a structured workflow within Eceptionist. In some cases, the service request is taken care of via an eConsult, and in other cases, the service request is resolved via an in-person or virtual referral.

Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support the Louisiana Department of Corrections. As part of this project, Dirk worked with the client to confirm the business requirements for "go live." Dirk also worked with the client to confirm the technical requirements for integrating Eceptionist and various client systems. Dirk also oversaw all training on this project. Dirk worked with the client to confirm all service request workflow business requirements and oversaw all configuration of Eceptionist to support the Louisiana Department of Corrections.

WorkSafe BC (WSBC) – Canada | Provincial Referral & eConsult Service
Executive Project Lead | 2009 – Present

The Eceptionist solution was implemented for WorkSafe BC in partnership with TELUS Health Solutions as part of a larger provider portal initiative in British Columbia.
In 2009, TELUS Health was solutions operating as a consultative branch to the WSBC, identified over 40 interventions within WSBC that would lead to workflow improvements for injured workers claim's and improve the productivity and workflow of WSBC's Healthcare providers.

Based on TELUS' findings and a clear understanding of WSBC's Business, the TELUS Health Solutions Team engaged with Eceptionist to design a portal and referral platform that could initially deliver on the top 10 parameters, including referrals, care pathways, eConsults, and invoicing and reconciliation.

Dirk served as the Eceptionist project lead for the platform's roll-out to support referrals and eConsults within the provincial Provider Portal. Dirk worked with the client to confirm the business and technical requirements around integrating Eceptionist and IBM WebSphere, CURAM Claims Management System, and the BC Electronic Identity management system (BCeID). Dirk oversaw all Eceptionist training on this project, worked with the client to confirm all workflow requirements, and oversaw the configuration of the Eceptionist platform to support WorkSafe BC.

Dirk currently manages the client/partner relationship and has overseen all upgrades over the years.

MB Telehealth (MBT) – Canada | Provincial Telehealth Service
Executive Project Lead, 2008 – Present

MBT is responsible for managing telehealth services across the province of Manitoba in Canada. This includes providing and managing the infrastructure required to support and enable these services. MBT runs and manages the provincial network, as well as all scheduling for telehealth services and

other events that are provided over the network. MBT has been using Eceptionist to manage all telehealth services in the province since the summer of 2008.

In 2010, MBT rolled out a provincial eConsult service using Eceptionist. The service is mainly used between primary care doctors and specialists. As of 2022, Telehealth manages an eConsult service for 27 specialties within Eceptionist. Within this environment, Eceptionist has been integrated with multiple provincial systems, including identity management and video bridge infrastructure.
Dirk served as the Eceptionist project lead for the roll-out of Eceptionist to support provincial telehealth services across the province of Manitoba. As part of this project, Dirk worked with the client to confirm the business and technical requirements around the integration between Eceptionist and various client systems. He oversaw all training on this project and worked with the client to confirm all eConsult business.

Dirk currently manages the client relationship and has overseen all upgrades over the years.

CritiCall Ontario – Canada | Provincial Critical Care Referral and Transfer Service
Executive Project Lead |2008 – Present

CritiCall Ontario selected Eceptionist in 2008 to help them build a sophisticated platform for managing the referral of critical care patients across the province of Ontario. CritiCall provides services to all the hospitals in the province and is an important part of Ontario's healthcare system providing emergent services to patients in rural areas or areas where specialty care is scarce. Eceptionist provides CritiCall users with simplified service-specific patient referral/transfer processes and case management that ensure that the right information gets collected and that the patient is referred to the right healthcare facility and/or specialist. Eceptionist amongst other solutions to enable seamless interaction for those users that work in the call center. CritiCall has been using the Eceptionist platform since 2008.

Eceptionist has worked collaboratively with CritiCall Ontario to design a platform that is both innovative and intuitive. He oversaw the product design, including working with the client to confirm the business and technical requirements of the integration between Eceptionist and multiple client systems. He provided consultation and expertise in configuring a solution that met CritiCall's unique needs, including providing expertise in workflow design. He was responsible for the overall project delivery, which included integration with CritiCall's call center solution, CCIS, ORNGE (provincial ambulance service), and OHIP (Ontario provincial patient registry) member registry. Dirk continues to oversee this client relationship, including managing multiple upgrades over the years.

EDUCATION

- BSBA | University of Arizona - 1993
- MBA | University of Texas at Austin – 1995
- MPA | University of Texas at Austin – 1995

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Dawniela Hightower | Implementation and Training Lead

Relevant Project Experience

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Implementation & Training Lead |2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within seven days.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer in developing a phased rollout plan.

Vail Health | Covid Response Patient Portal

Implementation & Training Lead |2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer's go-live plan.

BC Emergency Health Services | Case Management and Scheduling Portal

Implementation & Training Lead |2017 – Present

BCEHS engaged Eceptionist to implement a solution for managing the cases and scheduling of the community paramedics programs.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer's go-live plan.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Implementation & Training Lead | 2017 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician

appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including eConsults and second opinions.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She provided project management and training and supported the customer in developing a phased rollout plan.

Children's Hospital Orange County (CHOC) | Referral Platform
Implementation & Training Lead |2017– Present

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal that would facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions as well. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME, providing leadership and consultation to CHOC's business processes. She provided project management and training and supported the customer through a phased rollout plan.

Alberta Health Services (AHS) | Telehealth Scheduling Platform
Implementation & Training Lead |2016 – Present

Alberta Health Services selected the EceptionistCX platform to replace an existing technology platform used to request and manage telehealth services. The province was under a hard deadline with their existing technology planned for decommissioning; they needed to implement a new solution quickly. EceptionistCX was implemented in six months across Alberta to manage services at more than 1,000 healthcare locations. The application is accessible to AHS's more than 100,000 employees as a core application for telehealth delivery throughout the province.
Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME helping to translate AHS's existing processes into the new technology. She supported organizational change management to drive the adoption of the new solution.
Dawniela worked with the client to develop and implement a comprehensive training plan to provide training to nearly 1,000 end-users within the first few months of go-live.

Vanderbilt University Medical Center (VUMC) | Referral Network for statewide service
Implementation & Training Lead |2014 – 2019

VUMC implemented EceptionistCX to manage the referral of patients that need to be scheduled into VUMC's network of facilities. The platform is implemented to triage the received referrals to confirm that all the required information has been provided and that the patient is routed and scheduled with the most appropriate provider. Eceptionist is integrated with multiple VUMC systems, including Epic (e.g., Cadence).

Dawniela oversaw the project implementation, working with the client to collect business requirements and translate those into the technical solution. She served as a workflow SME, providing leadership and consultation to VUMC's business processes. She provided project management and training and supported the customer through a phased rollout plan.
Dawniela worked closely with the client to develop and enact an outreach plan to community providers to encourage the adoption of the eReferral platform.

Previous Experience

CalHIPSO | Federally Funded Regional Extension Center
Director, Provider Outreach | Technical Consultant|2011-2015

CalHIPSO was a federally funded regional extension center funded by the HITECH Act to enroll 6,000 providers in Meaningful Use and provide technical assistance during EHR selection and implementation. Dawniela played a key role in provider recruitment, leading efforts to outreach to safety-net providers, small practices, FQHCs, community clinics, and rural hospitals. Dawniela developed education programs to train providers on meeting Meaningful Use and other quality initiatives. She provided technical consultations and assistance to providers during the implementation process.

Education

- Bachelor of Science, Business Administration | Sonoma State University, Rohnert Park, CA
- PMP

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Patrick Chen | Solution Architect and Lead Systems Engineer

RELEVANT PROJECT EXPERIENCE

Lincolnshire Clinical Commissioning Group (NHS – United Kingdom) | Elective Activity Care Hub Lincolnshire

Technical Lead & Solution Architect | 2021 – Present

NHS Lincolnshire Clinical Commission Group (CCG) uses Eceptionist as the platform to manage its Elective Activity Coordination Hub (EACH), a central referral service supporting general practice, community, nurse practitioner, and hospital-based referrals to specialty care. The service went live on Eceptionist in August 2021, processing thousands of referrals each month from initiation through to booking a patient appointment or alternative outcome (including eConsult and Advice and Guidance). Lincolnshire EACH relies on the efficiencies created by the referral platform to meet the NHS key performance indicator that referrals be processed within 7 days.
Patrick was the Eceptionist technical lead on the project to roll out the statewide referral and eConsult network. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Patrick is also currently overseeing the integration between Eceptionist and the NHS national eReferral service as it relates to this Client.

Vail Health | Covid Response Patient Portal

Technical Lead & Solution Architect| 2020 – Present

During the peak of the Covid-19 pandemic, Vail Health faced an administrative burden trying to manage demand for many hundreds of COVID-19 tests per day at multiple facilities. Vail Health approached Eceptionist to provide a patient self-scheduling portal that would allow patients to schedule and manage their own testing appointments. The scheduling portal needed to integrate with multiple EHR systems to automate the registration, scheduling, and lab order processing to alleviate staff burden.

Patrick was the Eceptionist technical lead on the project for the Covid Response Patient Portal roll-out. Patrick oversaw the technical deployment in all aspects of this project, including integration. Patrick led the Eceptionist staff in completing integration between Eceptionist and Cerner, Allscripts, and other systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

Baylor St. Luke's Health System | eConsult & Second Opinion Service

Technical Lead & Solution Architect| 2018 – Present

Baylor St. Luke's Medical Center uses the EceptionistCX SaaS to support international referrals, second opinions, and eConsult services for their international services clients worldwide. For over 5 decades, international patients from more than 85 countries have sought Baylor St. Luke's for its expertise in medical care, research, and education. Baylor St. Luke's international services program provides a full range of services to their patients, from language assistance, second opinions, and physician appointments to transportation, lodging, and spiritual and cultural support. International patient representatives are available 24 hours a day, seven days a week, 365 days a year, to assist international patients with clinical and non-clinical needs. Baylor St. Luke's leverages Eceptionist services to manage and coordinate all aspects of its international service offering, including

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eConsults and second opinions.

Patrick was the Eceptionist technical lead on the project for the eConsult and second opinion service roll- out. Patrick oversaw the technical deployment in all aspects of this project. Patrick also worked closely with Baylor St. Luke's/Common Spirit Health technical staff to confirm technical requirements and support compliance items. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

Children's Hospital Orange County (CHOC) | Referral Platform
Technical Lead & Solution Architect | 2018 – Present

CHOC receives many referrals to specialty care each month. These referrals initiate from within their own primary care division and from the community at large. CHOC selected Eceptionist to implement a referral portal that would facilitate a closed-loop referral process for community providers to electronically submit or fax referrals to CHOC specialty care divisions. However, once CHOC realized the breadth of data and tracking that could be realized through the project, the scope immediately expanded to include referrals from CHOC's internal divisions as well. CHOC and Eceptionist embarked on an ambitious solution that required extensive integration with existing systems to minimize the burden on internal staff.

Patrick was the Eceptionist technical lead on the project for the roll-out of the referral platform for CHOC. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. As part of this, Patrick worked very closely with the CHOC Project Team, CHOC Technical Leaders, Cerner, as well as CHOC third-party vendors that support CHOC on an ongoing basis. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Patrick also worked closely with CHOC technical staff to confirm technical requirements, oversee technical training, support compliance items, and support scalability testing within this project.

Optum (US/United Kingdom) | Referral Facilitation Service
Technical Lead & Solution Architect| 2015 – Present

Optum selected the Eceptionist to manage a central referral service for its clients across the UK. Optum needed a platform that could be deployed quickly, scalable, flexible to support multiple clients, and interoperable and secure.

Optum uses Eceptionist as its core platform to support a Referral Facilitation Service ("RFS") that it provides to its clients across the UK. These referrals and service requests include referrals from primary into secondary care, secondary care referrals into the community, eConsult, and overall access to services.

The Eceptionist platform was rolled out for Optum over a 2 ½ month period. During this implementation phase, Eceptionist worked with Optum to confirm and configure the data, workflow, and provider network requirements. Within this implementation, Eceptionist was integrated with multiple Optum systems.

Patrick was the Eceptionist technical lead on the project for the roll-out of the referral facilitation service. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the

Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client. Within this project, Patrick also worked closely with Optum and United Health Care technical staff to confirm technical requirements, oversee technical training, support compliance items, support scalability testing, and support Optum and Optum Client vulnerability testing.

Louisiana Department of Corrections | Referral & eConsult Network for statewide service
Technical Lead & Solution Architect | 2013 – Present

In 2013, the Louisiana Department of Corrections (LDOC), faced with immediate and wide-scale changes to the delivery of specialty care, found themselves in urgent need of a platform for managing referrals and eConsult service requests from the more than 100 prisons and jails across the state. The system needed to support multiple workflows, all specialties, and scheduling both in-person and telehealth services. It needed to be easily accessible and easy to adapt with minimal training for the hundreds of users located throughout the state. LDOC engaged with Eceptionist in May 2013 on a platform that launched in 6-week. The rapid implementation on such a wide scale required standardization across sites and services. LDOC adopted standard workflows and processes at the onset with the understanding that the Eceptionist platform could be configured to incorporate more workflows in a phased.

In the nearly 10 years since its launch, Eceptionist has been integrated with CAJUN, the statewide system for managing the prison population, and Fusion; a correctional facility focused on EHR. LDOC processes thousands of referrals and appointments each month. As of 2022, all specialty service requests and referrals from all jails and prisons within the state of Louisiana go through a structured workflow within Eceptionist. In some cases, the service request is taken care of via an eConsult, and in other cases, the service request is resolved via an in-person or virtual referral.
Patrick was the Eceptionist technical lead on the project to roll out the statewide referral and eConsult network. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all third-party client systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

WorkSafe BC (WSBC) – Canada | Provincial Referral & eConsult Service
Technical Lead & Solution Architect | 2009 – Present

The Eceptionist solution was implemented for WorkSafe BC in partnership with TELUS Health Solutions as part of a larger provider portal initiative in British Columbia. In 2009, TELUS Health solutions were operating as a consultative branch to the WSBC, identified over 40 interventions within WSBC that would lead to workflow improvements for injured workers claim's and improve the productivity and workflow of WSBC's Healthcare providers.
Based on TELUS' findings and a clear understanding of WSBC's Business, the TELUS Health Solutions Team engaged with Eceptionist to design a portal and referral platform that could initially deliver on the top 10 parameters, including referrals, care pathways, eConsults, and invoicing and reconciliation.

Patrick served as the Eceptionist technical lead for the roll-out of Eceptionist to support referrals within the provincial Provider Portal. As part of this project, Patrick worked with the client to confirm the technical requirements around the integration between Eceptionist and various client systems, including the provider portal, a claims management system, a provincial provider registry as well as a

provincial identity service. Patrick currently manages all releases, updates, and upgrades for this client.

MB Telehealth (MBT) – Canada | Provincial Telehealth Service
Technical Lead & Solution Architect| 2008 – Present

MBT is responsible for managing telehealth services across the province of Manitoba in Canada. This includes providing and managing the infrastructure required to support and enable these services. MBT runs and manages the provincial network as well as all scheduling for telehealth services and other events that are provided over the network. MBT has been using Eceptionist to manage all telehealth services in the province since the summer of 2008.

In 2010, MBT rolled out a provincial eConsult service using Eceptionist. The service is mainly used between primary care doctors and specialists. As of 2022, MBT manages an eConsult service for 27 specialties within Eceptionist. Within this environment, Eceptionist has been integrated with multiple provincial systems, including identity management and video bridge infrastructure.
Patrick was the Eceptionist technical lead on the project for the roll-out of the provincial telehealth service. Patrick oversaw the technical deployment in all aspects of this project. Patrick led the Eceptionist staff in completing integration between Eceptionist and all client third-party systems. Patrick currently oversees all maintenance, patches, and upgrades for this Client.

CritiCall Ontario – Canada | Provincial Critical Care Referral and Transfer Service
Technical Lead & Solution Architect | 2008 – Present

CritiCall Ontario selected Eceptionist in 2008 to help them build a sophisticated platform for managing the referral of critical care patients across the province of Ontario. CritiCall provides services to all the hospitals in the province and is an important part of Ontario's healthcare system providing emergent services to patients in rural areas or areas where specialty care is scarce. Eceptionist provides CritiCall users with simplified service-specific patient referral/transfer processes and case management that ensure that the right information gets collected and that the patient is referred to the right healthcare facility and/or specialist. Eceptionist amongst other solutions to enable seamless interaction for those users that work in the call center. CritiCall has been using the Eceptionist platform since 2008.

Patrick was the technical lead for Eceptionist on this project. Patrick led the process of confirming all the technical requirements for this project, including integration requirements. Patrick also led the deployment of all interfaces required in this project which has included multiple call center solutions, provincial registries, and hospital systems. Patrick has also worked closely with multiple CritiCall healthcare partners. Patrick currently manages all aspects of the technical relationship with CritiCall and has overseen all upgrades over the years.

Patrick was the technical lead for Eceptionist on this project. Patrick led the process of confirming all the technical requirements for this project, including all the integration requirements. Patrick also led the deployment of all interfaces required in this project, including multiple call center solutions, provincial registries, hospital systems, etc. Patrick has also worked closely with multiple CritiCall partners that Eceptionist has worked with to support CritiCall over the years. Patrick currently manages all aspects of the technical relationship with CritiCall and has overseen all upgrades over the years.

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EDUCATION

BA of Civil Engineering | University of Chongqing, Sichuan, China
MS Degree in Computer Science, University of Houston, Houston, TX

PROFESSIONAL QUALIFICATIONS

- Programmer language C/C++, C#, Python, Swift Assembler language, Java, JavaScript (jQuery, React.js, Vue.js), SQL, HTML, CSS, PHP, VB
- Team Leadership
- Web application development
- Systems integration engineer

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ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

R E C I T A L S

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"**Affiliate**" means a business entity controlling, controlled by or under common control with a specified party.

"**Business Day**" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"CLIENT Content" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"**CLIENT Marks**" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"**Company Marks**" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"Data" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users , in the course of using the Subscription Services provided under this Agreement.

"Data Compromise" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"**Features**" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"**Fees**" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"**Force Majeure**" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"**Functionality**" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"**Graphical User Interface**" or "**GUI**" means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"**Implementation Schedule**" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"**Intellectual Property Rights**" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"**Licensed Users**" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"**Service**" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"**Specifications**" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"**System**" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"**Websit**e" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"**Work Order**" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

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2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT' review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in Schedule 2.

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

(a) if either party materially fails to perform or comply with this Agreement or any provision hereof;

(b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;

(c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;

(d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or

(e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer; Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

CLIENT

_____
_____
_____

Attention: _____
_____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, , before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

Schedule 1 – Service Specifications (including Initial Work Order No. 1)
Schedule 2 – Fee Schedule
Schedule 3 – End User - Terms of Use Agreement
Schedule 4 – Implementation Schedule
Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE		**E-CEPTIONIST, INC.**	
By:	_____	By:	____
Name:	_____	Name:	____
Title:	_____	Title:	____
Effective Date:	_____	Effective Date:	____

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company ("Server"). Company uses infrastructure provided by Microsoft Corporation ("Azure") to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.

2. Company will be responsible for backing up the data stored in the database in the United States.

3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.

4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT's logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.

5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one the following software programs installed on their computers (or other devices):

    - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
    - Chrome
    - Safari

    Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company's support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one the following software programs installed on their computers (or other devices)

    - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
    - Chrome
    - Safari
    - IOS Safari Browser
    - Android Chrome Browser

7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.

    - **-ReferralCX**
    - **-SchedulingCX**
    - **-WorkflowCX**

    Client will also be given access to Eceptionist's administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreemen t) then this work can be defined and implemented under a Change Order as defined in the Agreement.

<u>Environments</u>

CLIENT will get access to at least 3 different EceptionistCX Software as a Service ("SaaS") environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to "go live" of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one "draft" queue, one "status" queue and one "my requests" queue as well as time to customize one "incoming" queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
   a) Providers
   b) Resource Date Profiles
   c) Other reference data required to support the data migration
   d) "in process" referrals
2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
3) Company will create the scripts required for the Data Migration.
4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to "go live."

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features

- The interface will use an HTTPS/internet connection
- Client can whitelist EceptionistCX's server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client's domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work

- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be "Relying Party Trust" on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work

- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

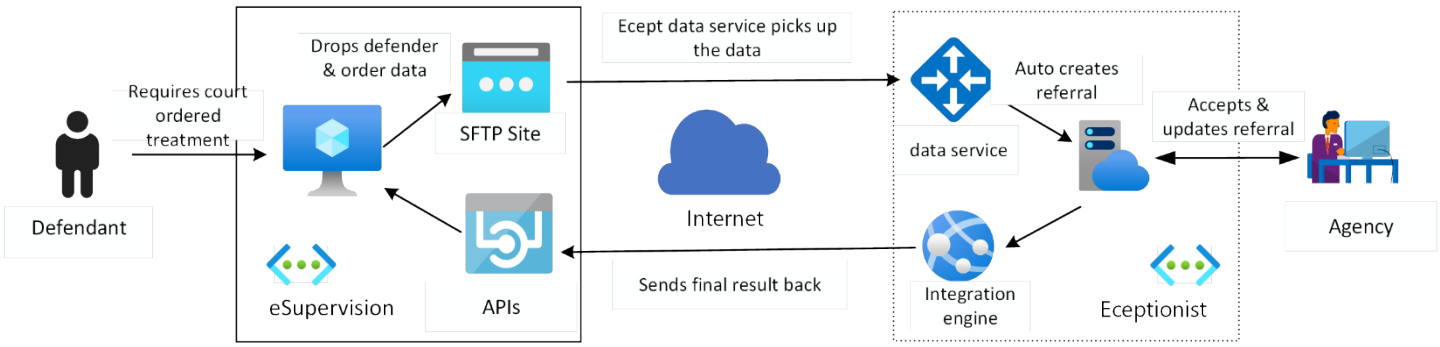
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between EceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
    - data specifications
    - network connection
    - defendant data processing implementation
    - location transfer data processing and business logic implementation
    - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between EceptionistCX and the City's eSupervision system that leverage the eSupervision and EceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX and back into the County eSupervision system (from EceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or EceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and EceptionistCX will pick up the data files and process accordingly and where the EceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
    - data specifications
    - network connection
    - defendant data processing implementation
    - location transfer data processing and business logic implementation
    - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in EceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within EceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of system that CLIENT wants the Service to interface with

b) Description of the interface requirements

c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)

d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems

e) Direction of the interface (bi-directional vs. unilateral)

f) Definition of the data that will move between the Service and the interfaced systems

g) Preferred method for accomplishing the interface

h) Name and contact information for Change Notice contact

i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of the functionality or module to be added

b) The date the functionality is needed

c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. ("CUSTOMER") for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum's, and amendments made to or incorporated herein now or in the future.

Defect
A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation
Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer
End-Use Customer is defined in the Agreement.

Enhancement
Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products
Products is defined in the Agreement.

Release
Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution
Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications
For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk
The Support Desk is the contact point at Eceptionist.

Support Desk Engineer
A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround
A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist's issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist's main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

2.2. Eceptionist Defects & Notification

Eceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Eceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Eceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Eceptionist's Support Desk. When notifying Eceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Eceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Eceptionist is to notify of progress / resolution; and
- other information reasonably required by Eceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Eceptionist once Eceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Eceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Eceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Eceptionist will review any classification where a party advises the other that it believes the classification is inappropriate.
Eceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Eceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround.
Defects that do not recur and cannot be reproduced or isolated by Eceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Eceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	*Definition*	*Notification*	*Action*	*Response & Resolution Targets*
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Eceptionist's Support Desk by phone and logged within Eceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved	**Response:** 60 minutes within business hours; 90 minutes outside of business hours **Resolution:** Eceptionist will work to resolve Defect as soon as possible. Eceptionist will work to try and resolve issue within 24 hours from initial response by Eceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	**Response:** 4 hours within business hours; 1 business day outside of business hour **Resolution:** 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Eceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	**Response:** 1 business day **Resolution:** 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Eceptionist's designated contact point	Eceptionist analyses and a statement of work produced that includes timelines and costs.	**Response:** As agreed with CUSTOMER **Resolution:** by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Eceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Eceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact: CUSTOMER Service Desk
E-Mail: To Be Determined
Escalation: Help Desk
Phone: 1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact: Eceptionist Help Desk
E-Mail : To Be Determined
Eceptionist Tracking System: To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact: Eceptionist main reception
Phone: 713-520-6688

Escalation: To Be Determined
Phone: To Be Determined
E-Mail: To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Eceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Eceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER
The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure
The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Eceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – "Measurement Period") during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand ($95,000) US Dollars (the "Annual Service Fee") for use of the EceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system. .

Access and Fee Terms

- Enterprise access for Client to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
    - Unlimited number of Patients/Defendants
    - Unlimited number of Providers
    - Unlimited number of Regional Treatment Partners
    - Unlimited number of Users
    - Unlimited number of Spokane sites
    - Unlimited number of events (i.e., referrals, scheduled appointments)
    - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
    - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
        - Block of 50,000 message segments (up to 136 characters for each segment) for $2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services proposed to Client are provided out of an SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	$9,000
ADFS Integration	$10,500
City - Defender Management System Integration	$15,000
County - Defender Management System Integration	$15,000
Total Fees	**$49,500**

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	$95,000	$95,000	$95,000	$95,000	$95,000
Existing Event Data Migration	$9,000				
ADFS Integration	$10,500				
City - Defender Management System Integration	$15,000				
County - Defender Management System Integration	$15,000				
Total Fees	$144,500	$95,000	$95,000	$95,000	$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement**. Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: $24,750
Earlier of Go Live Date or Agreement Effective Date + 60 days: $24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	$1,500 per Day
Functional Lead	$1,500 per Day
Solution Architect	$1,500 per Day
Senior Developer	$1,500 per Day
Junior Developer	$1,500 per Day
Quality Analyst	$1,500 per Day
Trainer	$1,500 per Day

***Note**, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Ceptionist, Inc.
405 Man Street, Suite 800A
Houston, Texas 77002
Telephone 713.520.6688

Community Bank of Texas
Houston, Texas
ABA number 113111983
Account Number: 002949

Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- " ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-Ceptionist Services Agreement dated _____, between E-Ceptionist, Inc., a Texas corporation ("Company"), and **City of Spokane** ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

-ReferralCX
-SchedulingCX
-WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT		**E-CEPTIONIST, INC.**	
By:	_____	By:	___
Name:	_____	Name:	___
Title:	_____	Title:	___
Effective Date:	_____	Effective Date:	___

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between **Client** ("Covered Entity" in the Business Associate Agreement) and **E-Ceptionist, Inc**, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Eceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Ceptionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Eceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Eceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Eceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Eceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

License Information:

New search Back to results

Entity name: E-CEPTIONIST, INC.

Business name: ECEPTIONIST

Entity type: Corporation

UBI #: 605-376-648

Business ID: 001

Location ID: 0001

Location: Active

Location address: 405 MAIN ST
STE 800
HOUSTON TX 77002-1822

Mailing address: 405 MAIN ST
STE 800
HOUSTON TX 77002-1822

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance da
Spokane General Business - Non-Resident				Active	Dec-31-2024	Dec-13-2023

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
HAVLICK, MILTON	Chairman of the Board
VOORHEES, HUGH	

Registered Trade Names

Registered trade names	Status	First issued
ECEPTIONIST	Active	Dec-13-2023

The Business Lookup information is updated nightly. Search date and time: 7/29/2024 10:56:01 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/23

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

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

PRODUCER
SLAUGHTER INSURANCE
P. O. Box 19436
Houston, TX 77224-9436

CONTACT NAME: Ray H. Slaughter
PHONE (A/C, No, Ext): (713) 462-1116 FAX (A/C, No): (713) 462-1016
E-MAIL ADDRESS: rslaug@sbcglobal.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	39993
INSURER B: Westchester Surplus Lines Ins.	10172
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Eceptionist, Inc.
405 Main Street
Houston, Tx 77002
(713) 520-6688

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	MSM0239801812	10/28/2023	10/28/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	Y	Y	MSM0239801812	10/28/2023	10/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Aggregate	$ 3,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Cyber Ins. Policy	Y	Y	MSM0239801812	10/28/2023	10/28/2024	$3,000,000 $10,000 Retention	
B	Property			FSF16751583001	7/25/2023	7/25/2024	BPP - $75,000	

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

Note: The City of Spokane, its officers and employees are named as Additional Insureds with respect to services provided under the contract.

CERTIFICATE HOLDER

City of Spokane
Attn:
808 W. Spokane Falls Rd.
Spokane, WAS 99201
509-755-2489

CANCELLATION

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

Ray H Slaughter

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 20, 2024

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

Policy Holder Details :	Eceptionist Inc.

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2024

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

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

PRODUCER
MARSH & MCLENNAN AGENCY LLC/PHS
46464042
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — **NAIC#**

INSURED
Eceptionist Inc.
7000 N MOPAC EXPY STE 200-1312
AUSTIN TX 78731-3013

INSURER A :	Hartford Insurance Company of Illinois	38288
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / **EXCESS LIAB**						EACH OCCURRENCE	
	OCCUR / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		46 WEC BG9DBF	06/08/2024	06/08/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

CANCELLATION
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
Susan L. Castaneda

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NO. 24-0410

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE REGARDING THE PROCUREMENT OF A NEW ONLINE REFERRAL SYSTEM	)	**RESOLUTION**

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

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

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

WHEREAS, pursuant to chapter 39.34 RCW ("Interlocal Corporation Act") counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane and the County (collectively the "Parties") desire to enter into an Interlocal Agreement for the purposes of sharing in the cost of procuring and jointly using a cloud-based online referral system; and

WHEREAS, pursuant to RCW 39.32.090, the Board of County Commissioners, authorized the Information Technology Director manage the shared cost of software implementation and support services over a five-year period, subject to availability of funds, for $283,625.00 USD, including sales tax; and

WHEREAS, the Information Technology Department staff has recommended that the Board enter into the attached Agreement between Spokane County and the City of Spokane entitled "INTERLOCAL AGREEMENT – ECEPTIONIST SOFTWARE – COST SHARING & USAGE", whereby the parties to the agreement will, for a five-year period running the duration of the contract with Eceptionist, Inc., share the cost of the implementation of the Eceptionist application platform and associated support services under the terms and conditions set forth in the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and RCW 36.32.090, that:

(1) the County enter into the attached Interlocal Agreement between the City of Spokane and Spokane County, whereby the Parties will, for a five-year period running the duration of the contract with Eceptionist, Inc., cost-share the implementation of the Eceptionist Application Platform and Associated Support Services under the terms and conditions set forth in the Agreement; and

(2) the Chairperson of the Board, or a majority of the Board, acting on behalf of the County, is hereby authorized to execute said Agreement, as well as any amendments thereto, at other than an open public meeting.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

PASSED AND ADOPTED this 9th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L Kuney
MARY L. KUNEY, Chair

JOSH KERNS, Vice-Chair

AL FRENCH, Commissioner

CHRIS JORDAN, Commissioner

AMBER WALDREF, Commissioner

ATTEST:

Shelly Thompson CBO
Ginna Vasquez, Clerk of the Board

PROBATION

ON-LINE REPORTING (OLR) SYSTEM

Spokane County District Court

AGENDA

- What is the On-Line Reporting (OLR) System
- Why we need an OLR System
- Probation Fund - Trajectory
- IT Options and Input
- Questions and Answers

On-Line Reporting System

History

- *The current OLR system was developed in 2009 by a City IT employee. It is an aging system, and the City is going to "retire" it.*
- *County probation collaborated in the Request For Proposal (RFP) process with the City of Spokane, in August 2023*
- *The OLR process saves significant time, money and natural resources. The proposed new OLR is also cloud based making it less of a security risk*

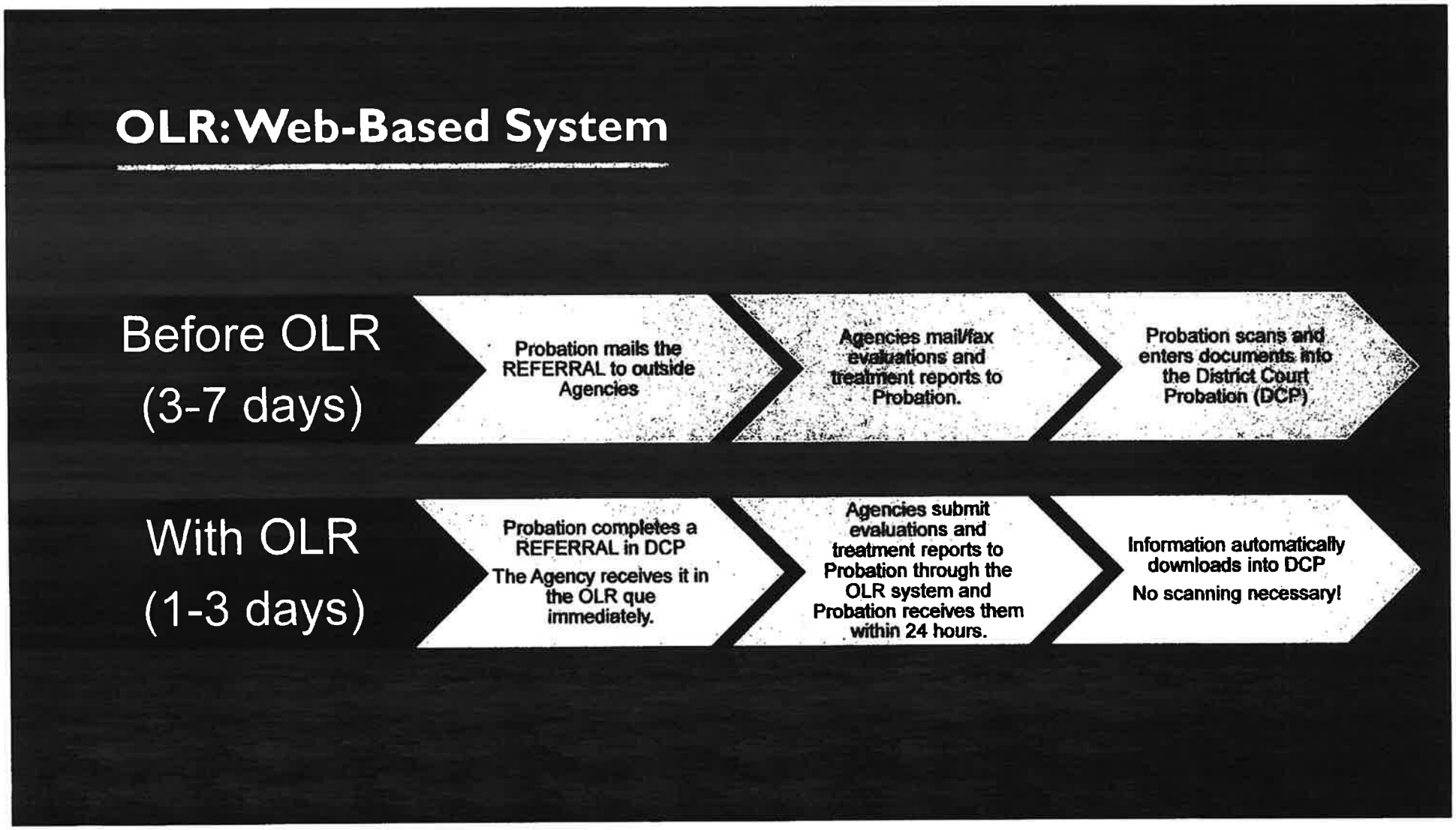
Who uses the OLR system?

City Probation

County Probation

Fifty-five (55) local treatment agencies utilize the system to receive referrals and send evaluations, monthly reports, and compliance updates.

OLR: Web-Based System



The Probation Budget

Trends and Future Strategies

THE STATS: 2018-2023

	Annual Expenditures	Fees Ordered	Fees Waived/Reduced	Fees Collected
2018	$1,373,750	$1,549,670	$110,420	$1,404,325
2019	$1,511,894	$1,472,518	$289,940	$1,333,137
2020	$1,555,444	$1,002,388	$197,437	$1,174,334
2021	$1,595,568	$954,841	$437,850	$1,109,164
2022	$1,468,013	$700,781	$262,940	$900,600
2023	$1,633,734	$817,926	$280,518	$819,040*

Probation's historical financial data and expenditures reflects a consistent deficit in operating funds requiring supplementation.

The amount of fees collected

The amount needed to meet annual expenditures

The amount exceeding annual expenditures

Collaboration with the City of Spokane

- County IT familiarized and examined the Eceptionist application
- Determined the fit of an Eceptionist application on the County Network
- Defined City/County funding responsibilities for the Eceptionist contract period (5 years)
- Interlocal Agreement (ILA) between the City and County (drafted)

Funding Eceptionist

- Year 1: Implementation & Support
- Year 2-5: Ongoing Support

Eceptionist – Cost Per Year for City & County

	City Obligation	County Obligation	Total Obligation
Year 1	$76,525	$76,525	$153,050
Year 2	$51,755	$51,755	$103,550
Year 3	$51,755	$51,755	$103,550
Year 4	$51,755	$51,755	$103,550
Year 5	$51,755	$51,755	$103,550
Totals	$283,625	$283,625	$567,250

FAQs

Do we really need OLR?

Without an on-line reporting system, we would have to revert to mail or fax. This method is costly (staff and postage), not secure, and is very antiquated compared to today's technological options.

Why do it now?

The current OLR System has served us well since its inception in 2009. The system is aging and eventually will fail. In addition, the City is seeking an alternative and we will lose the current option regardless.

How much is it used?

What if we don't have an OLR system?

In 2023

Probation sent out 3,560 referrals

Received 11,797 reports/evaluations

Collaboration

The City included County Probation in the RFP process to examine and evaluate replacement systems.

We have already had the opportunity to see demonstrations of several applications. Eceptionist scored in the top two options.

Cost Effective Option

The cost of replacing an OLR system is not realistically attainable without sharing the expense.

Economics

Absent the OLR system probation would need to hire a position to process all of the treatment agency documents

Average cost of an Admin Support Specialist 3 = $68,000 per year

THANK YOU!

Lonnie Tortorelli
ytortorelli@spokanecounty.org
509-477-2613

* Special thanks to Malia Cross for her assistance with this presentation

4/8

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: District Court

CONTACT PERSON: Yolanda Tortorelli

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW:

☒ Board Briefing Session Agenda

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	24-0410
Approved:	Majority/Unanimous
Denied:	Majority/Unanimous
Renews/Amends No.	
Public Works No.	
Purchasing Dept. No.	

***AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item:* Lonnie Tortorelli - District Court Probation Manager **(10:50 a.m. to 11:05 a.m.)**
• eCeptionist Software - Collaboration with City of Spokane to Replace Antiquated OLR System

***DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):* The City of Spokane Municipal Court and Spokane County's Disctrict Court Probation departments share a common system (Online Referal system - OLR) to manage the referral and reporting requirements between the Probation departments and the Service Providers. The antiquated OLR system needs replaced, as it is cumbersome to maintain, is not mobile friendly, and does not securely manage CJIS, HIIPA, or PII information. The City and County want to jointly implement the eCeptionist cloud-based system that will modernize both agencies' ability to safely and securely manage private documentation security between the Probation Dept's and the Service Providers.

***FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* 5 year impact to Spokane County - Total of $283,625 (Tax Included)
Year 1 - $76,525 (tax included)
Year 2 - $51,775 (tax included)
Year 3 - $51,775 (tax included)
Year 4 - $51,775 (tax included)
Year 5 - $51,775 (tax included)
Total 5-year commitment - $283,625

***REQUESTED BOARD ACTION** (if any):* Seek BoCC approval to move forward with a five-year Interlocal Agreement (ILA) with the City of Spokane to jointly use the eCeptionist software in place of the current out-dated OLR system.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: District Court, District Court Probation, Budget, and IT

This Item will need to be codified in the Spokane County Code: No

OPR No. _____

INTERLOCAL AGREEMENT

Spokane County/City Supervision/Probation Online Referral Tool (ORT)

THIS INTERLOCAL AGREEMENT ("Agreement"), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington (City) having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, SPOKANE COUNTY, a political subdivision of the State of Washington (County) having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE MUNICIPAL COURT (Municipal Court), and SPOKANE COUNTY DISTRICT COURT (District Court), hereinafter each individually referred to as "Party" and collectively as the "Parties".

A. RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington Chapter 39.34 ("Interlocal Corporation Act"), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, when Municipal or District Court imposes a criminal sentence that requires referral of a sentenced defendant to a provider for any kind of assessment and/or treatment, the courts through their respective Probation Departments need to transmit such referrals and receive responsive assessment/treatment information (data) in a secure, timely, and efficient manner; and

WHEREAS, since 2009, to achieve the objective of secure, timely, and efficient transmittal of these referrals and responsive data, City, led by its City Information Technology Department (IT), internally developed and implemented an automated tool, referred to as the Supervision/Probation Online Referral Tool (ORT), which routinely has been used by both City and County Courts and their Probation Departments since 2009; and

WHEREAS, despite regular ORT improvements and upgrades, the Parties agree the current ORT being utilized by the Parties is outmoded because it: 1.) lacks the capability to perform the full range of ORT functions needed by the Parties which ORT services and features are otherwise currently available in the ORT services marketplace; 2.) is increasingly complex and expensive to support; and 3.) lacks critical cyber security protections; and

WHEREAS, based on these deficiencies, the Parties procured new ORT services with an outside vendor (eCeptionist) based on a Request for Proposals (RFP) and responsive competitive bids for the services.

NOW, THEREFORE, the Parties agree as follows:

B. PURPOSE.

The purpose of this Interlocal Agreement is to memorialize in writing the mutual agreement and shared understanding of the Parties regarding the need for a new ORT service provider and cost allocation for payment of ORT vendor services between the Parties.

C. TERM.

This Agreement shall commence upon the date of execution via signature of all Parties and continue for five (5) years and may thereafter be renewed by written agreement of the parties for another term of five (5) years.

D. RESPONSIBILITIES OF THE PARTIES.

Pursuant to the terms of this Interlocal Agreement, the Parties agree to the terms of cost allocation below:

1. The cost for the initial implementation and integration of the new referral tool is identified on Exhibit A attached.
2. The ongoing cost for the term, years 1-5, of the new ORT which predominantly covers IT operational support and the vendor's annual software service fee are identified in Exhibit A.
3. Cost Allocation: 50/50 Split City/County. All project costs, including initial implementation and integration, outyear maintenance and any additional vendor fees associated with change orders agreed to by the Parties will be shared and borne equally (50% each) by the City and County. See Exhibit B (eCeptionist Services Agreement).

E. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Municipal Court	Spokane County District Court
Kristin C. O'Sullivan, Presiding Judge 1100 W Mallon Ave Spokane, WA 99260-0001 E: kosullivan@spokanecity.org P: (509) 622-5867	John Witter, Spokane CountyDistrict Court Administrator 1100 W Mallon Ave. Spokane, WA 99260-0001 E: jwitter@spokanecounty.org P: (509)477-2942

F. 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.

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

1. CITY

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.

2. COUNTY

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

H. INDEMNIFICATION.

The City 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 CITY will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the County. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

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

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

I. TERMINATION / EARLY TERMINATION.

This Agreement may not be unilaterally terminated by either Party in advance of the end of the term identified in Section C herein.

After 24 months have elapsed from the date Parties fully execute this agreement, any party that is current in its financial obligations hereunder may request an early termination of this Agreement by submitting a written Request for Early Termination to the other Parties in accordance with Section F herein.

If an early termination is requested and approved by the other Parties, the Party receiving the early termination shall pay the full amount of their agreed-upon obligation for the remainder of the term. If the party seeking and receiving the early termination is the City of Spokane or the Spokane Municipal Court, the early termination penalty shall be paid to Spokane County. If the party seeking and receiving the early termination is the County of Spokane or the Spokane County District Court, the early termination penalty shall be paid to the City of Spokane. The termination penalty is due and payable on the date the requesting Party is provided notice from the other Parties that the early termination has been approved.

J. COMPLIANCE WITH LAWS.

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

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

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

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties' designated representatives, shall be valid until put in writing and signed.

O. 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.

P. RCW 39.34 REQUIRED CLAUSES.

1. Purpose. See Section B above.

2. Duration. See Section C above.

3. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

4. Responsibilities of the Parties. See Section D above.

5. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the County shall file this Agreement with the Auditor or list it on its website or other electronically retrievable public source

6. Financing. See section D City/County cost allocation of 50% each.
7. Termination. See Section I.

Q. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of 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 9th day of July 2024.

CITY OF SPOKANE

By: Lisa Brown
Title: City of Spokane Mayor

Date: _____

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Attest:

Shelly Thompson for

By: Ginna Vasquez
Title: Clerk of Spokane County BOCC

Date: 7/9/24

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

City of Spokane Municipal Court

Kristin C. O'Sullivan, Presiding Judge

Date: _____

Spokane County District Court

Jennifer Fassbender, Presiding Judge

Date: 7/11/2024

Spokane Municipal Court Administrator

Howard F. Delaney

Spokane County District Court Administrator

John Witter

Spokane County IT Director

Kevin Norris

Approved as to form:

By: Michael Piccolo
Title: City Attorney

Date: _____

Exhibit "A"

Project & Operational Costs

	Project	Operational Cost Projections				
Cost Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
eceptionist Professional Service Costs:						
Existing Event Data Migration	$ 9,000					$ 9,000
ADFS Integration	$ 10,500					$ 10,500
City - Defender Management System Integration	$ 15,000					$ 15,000
County - Defender Management System Integration	$ 15,000					$ 15,000
Eceptionist Annual Service Fee	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 475,000
Taxes on Licensing Costs	$ 8,550	$ 8,550	$ 8,550	$ 8,550	$ 8,550	$ 42,750
Cost Totals:	$ 153,050	$ 103,550	$ 103,550	$ 103,550	$ 103,550	$ 567,250

Cost Breakdown

Cost Per Year for City & County			
	City Obligation	**County Obligation**	**Total Obligation**
Year 1	$ 76,525	$ 76,525	$ 153,050
Year 2	$ 51,775	$ 51,775	$ 103,550
Year 3	$ 51,775	$ 51,775	$ 103,550
Year 4	$ 51,775	$ 51,775	$ 103,550
Year 5	$ 51,775	$ 51,775	$ 103,550
Totals	$ 283,625	$ 283,625	$ 567,250

Exhibit "B"

See attached eCeptionist Services Agreement

ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"**Affiliate**" means a business entity controlling, controlled by or under common control with a specified party.

"**Business Day**" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"**CLIENT Content**" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"**CLIENT Marks**" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"**Company Marks**" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"**Data**" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users , in the course of using the Subscription Services provided under this Agreement.

"**Data Compromise**" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"**Features**" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"**Fees**" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"**Force Majeure**" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"**Functionality**" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"**Graphical User Interface**" or "**GUI**" means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"**Implementation Schedule**" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"**Intellectual Property Rights**" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"**Licensed Users**" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"**Service**" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"**Specifications**" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"**System**" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"**Website**" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"**Work Order**" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT' review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in Schedule 2.

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

(a) if either party materially fails to perform or comply with this Agreement or any provision hereof;

(b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;

(c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;

(d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or

(e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer; Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

CLIENT

_____
_____
_____

Attention: _____
_____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, , before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

Schedule 1 – Service Specifications (including Initial Work Order No. 1)
Schedule 2 – Fee Schedule
Schedule 3 – End User - Terms of Use Agreement
Schedule 4 – Implementation Schedule
Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE		**E-CEPTIONIST, INC.**	
By:	_____	By:	___
Name:	_____	Name:	___
Title:	_____	Title:	___
Effective Date:	_____	Effective Date:	___

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company ("Server"). Company uses infrastructure provided by Microsoft Corporation ("Azure") to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.

2. Company will be responsible for backing up the data stored in the database in the United States.

3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.

4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT's logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.

5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one the following software programs installed on their computers (or other devices):

   - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
   - Chrome
   - Safari

   Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company's support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one the following software programs installed on their computers (or other devices)

   - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
   - Chrome
   - Safari
   - IOS Safari Browser
   - Android Chrome Browser

7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.

   - **-ReferralCX**
   - **-SchedulingCX**
   - **-WorkflowCX**

   Client will also be given access to Eceptionist's administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreemen t) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 3 different EceptionistCX Software as a Service ("SaaS") environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to "go live" of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one "draft" queue, one "status" queue and one "my requests" queue as well as time to customize one "incoming" queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
   a) Providers
   b) Resource Date Profiles
   c) Other reference data required to support the data migration
   d) "in process" referrals
2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
3) Company will create the scripts required for the Data Migration.
4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to "go live."

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features
- The interface will use an HTTPS/internet connection
- Client can whitelist EceptionistCX's server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client's domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work
- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be "Relying Party Trust" on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work
- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

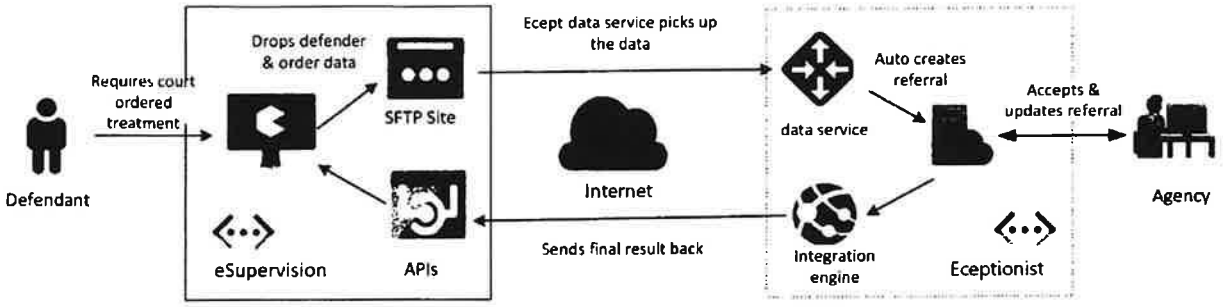
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between EceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
  - data specifications
  - network connection
  - defendant data processing implementation
  - location transfer data processing and business logic implementation
  - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between EceptionistCX and the City's eSupervision system that leverage the eSupervision and EceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX and back into the County eSupervision system (from EceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or EceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and EceptionistCX will pick up the data files and process accordingly and where the EceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
  - data specifications
  - network connection
  - defendant data processing implementation
  - location transfer data processing and business logic implementation
  - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in EceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within EceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of system that CLIENT wants the Service to interface with

b) Description of the interface requirements

c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)

d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems

e) Direction of the interface (bi-directional vs. unilateral)

f) Definition of the data that will move between the Service and the interfaced systems

g) Preferred method for accomplishing the interface

h) Name and contact information for Change Notice contact

i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of the functionality or module to be added

Schedule 1 – Service Specifications

b) The date the functionality is needed

c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. ("CUSTOMER") for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum's, and amendments made to or incorporated herein now or in the future.

Defect
A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation
Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer
End-Use Customer is defined in the Agreement.

Enhancement
Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products
Products is defined in the Agreement.

Release
Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution
Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications
For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk
The Support Desk is the contact point at Eceptionist.

Support Desk Engineer
A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround
A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist's issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist's main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Eceptionist Defects & Notification

Eceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Eceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Eceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Eceptionist's Support Desk. When notifying Eceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Eceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Eceptionist is to notify of progress / resolution; and
- other information reasonably required by Eceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Eceptionist once Eceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Eceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Eceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Eceptionist will review any classification where a party advises the other that it believes the classification is inappropriate.
Eceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Eceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround.
Defects that do not recur and cannot be reproduced or isolated by Eceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Eceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	***Definition***	***Notification***	***Action***	***Response & Resolution Targets***
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Eceptionist's Support Desk by phone and logged within Eceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved	**Response:** 60 minutes within business hours; 90 minutes outside of business hours **Resolution:** Eceptionist will work to resolve Defect as soon as possible. Eceptionist will work to try and resolve issue within 24 hours from initial response by Eceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	**Response:** 4 hours within business hours; 1 business day outside of business hour **Resolution:** 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Eceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	**Response:** 1 business day **Resolution:** 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Eceptionist's designated contact point	Eceptionist analyses and a statement of work produced that includes timelines and costs.	**Response:** As agreed with CUSTOMER **Resolution:** by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Eceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Eceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact:	CUSTOMER Service Desk
E-Mail:	To Be Determined
Escalation:	Help Desk
Phone:	1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact:	Eceptionist Help Desk
E-Mail :	To Be Determined
Eceptionist Tracking System:	To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact:	Eceptionist main reception
Phone:	713-520-6688

Escalation:	To Be Determined
Phone:	To Be Determined
E-Mail:	To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Eceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Eceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER
The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure
The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Eceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – "Measurement Period") during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand ($95,000) US Dollars (the "Annual Service Fee") for use of the EceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system. .

Access and Fee Terms

- Enterprise access for Client to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
    - Unlimited number of Patients/Defendants
    - Unlimited number of Providers
    - Unlimited number of Regional Treatment Partners
    - Unlimited number of Users
    - Unlimited number of Spokane sites
    - Unlimited number of events (i.e., referrals, scheduled appointments)
    - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
    - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
        - Block of 50,000 message segments (up to 136 characters for each segment) for $2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services proposed to Client are provided out of an SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	$9,000
ADFS Integration	$10,500
City - Defender Management System Integration	$15,000
County - Defender Management System Integration	$15,000
Total Fees	**$49,500**

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	$95,000	$95,000	$95,000	$95,000	$95,000
Existing Event Data Migration	$9,000				
ADFS Integration	$10,500				
City - Defender Management System Integration	$15,000				
County - Defender Management System Integration	$15,000				
Total Fees	$144,500	$95,000	$95,000	$95,000	$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement**. Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: $24,750
Earlier of Go Live Date or Agreement Effective Date + 60 days: $24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	$1,500 per Day
Functional Lead	$1,500 per Day
Solution Architect	$1,500 per Day
Senior Developer	$1,500 per Day
Junior Developer	$1,500 per Day
Quality Analyst	$1,500 per Day
Trainer	$1,500 per Day

***Note**, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Ceptionist, Inc.
405 Man Street, Suite 800A
Houston, Texas 77002
Telephone 713.520.6688

Community Bank of Texas
Houston, Texas
ABA number 113111983
Account Number: 002949

Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

Schedule 2 – Fees Schedule

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- " ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-Ceptionist Services Agreement dated _____, between E-Ceptionist, Inc., a Texas corporation ("Company"), and **City of Spokane** ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

-ReferralCX
-SchedulingCX
-WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT		**E-CEPTIONIST, INC.**	
By:	_____	By:	___
Name:	_____	Name:	___
Title:	_____	Title:	___
Effective Date:	_____	Effective Date:	___

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between **Client** ("Covered Entity" in the Business Associate Agreement) and **E-Ceptionist, Inc**, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Eceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Ceptionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Eceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Eceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Eceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Eceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

Committee Agenda Sheet
Public Safety Committee Meeting

Submitting Department	Legal
Contact Name & Phone	Mike Piccolo
Contact Email	mpiccolo@spokanecity.org; 625-6237
Council Sponsor(s)	Council Members Dillon, Cathcart and Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	0500 Outside Counsel Contract Amendment
Summary (Background)	The Michael Bacon, et al. v. City of Spokane, et al. action seeks damages against the City and various State agencies. The Spokane Fire Department plaintiffs allege violation of rights relating to Washington's COVID-19 vaccination mandate. The City's motion to dismiss was granted by the trial court (US District Court Judge Rice). Plaintiffs appealed to the Ninth Circuit, which reversed the dismissal of only Plaintiffs' free exercise claim but remanded the case to the trial court. The City is presently seeking review of the Ninth Circuit reversal and remand. This amendment will increase the contract by $80,000 for a total contract amount of $285,000.00.
Proposed Council Action & Date:	Committee review on August 12, 2024 with Council Approval on August 26, 2024

Fiscal Impact:
Total Cost: $80,000.00

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

Funding Source ☒ One-time ☐ Recurring
Specify funding source: City Risk Fund

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

City Clerk's No. OPR 2021-0722

City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, Firm’s Fee Schedule has been amended and additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on June 1, 2024.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00)**, in accordance with the Amended Fee Schedule attached hereto, and for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS ($285,000.00)**.

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

SUMMIT LAW GROUP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments:
Amended Fee Schedule

24-139

AMENDED FEE SCHEDULE

HOURLY RATES

Beth Kennar	$410.00 per hour
J. Chad Mitchell	$420.00 per hour
Selby Brown	$400.00 per hour
Partner	$_____ per hour
Attorney	$_____ per hour
Paralegal	$_____ per hour

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
  - Computerized Legal Research
  - Court Reporter Appearance Fees
  - Deposition (Transcription and/or Video) Fees
  - Fees for Retrieval of Records
  - Mediation or Arbitration Fees
  - Court Costs and Filing Fees
  - Payments to Outside Investigators
  - Expert Witnesses and/o r Expert Consultants
  - Court Transcripts
  - Demonstrative Aids
  - Witness Fees
  - Mileage (See General Conditions)
  - All Other Items for which the Firm may advance or incur costs for the City's benefit

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 08/19/2024

Date Rec'd	7/31/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	6037-24
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS (509)435-7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/

Agenda Wording

Approval requested for a 5-year contract for parts and service with Gordon Truck Centers, Inc. for specialty repairs.

Summary (Background)

Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. The maximum annual expenditure with Gordon Truck Centers will not exceed $100,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000
Current Year Cost	$ 105,000
Subsequent Year(s) Cost	$ 100,000 per year

Narrative

Purchases will be made on an as-needed basis to maintain and repair SFD's vehicle fleet.

Amount		Budget Account
Expense	$ 100,000	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	REDING, RYAN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	O'BERG, JULIE	**PURCHASING**	PRINCE, THEA
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Patrick Gendreau	David Stockdill dstockdill@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	General repair of medium and heavy-duty SFD trucks
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fire Maintenance purchases repair and maintenance parts for all vehicles within the SFD fleet. Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services at the SFD maintenance facility. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. For maximum flexibility and minimal out of service time, SFD is requesting approval of a 5-year contract for Parts and Service, with both Gordon Truck Centers Inc./Freightliner Northwest and Kenworth Sales Company. The maximum annual expenditure with Gordon Truck Centers/Freightliner Northwest will be limited to $100,000 and the maximum annual expenditure with Kenworth will be limited to $25,000.

Fiscal Impact

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

Total Cost: $600,000

Current year cost: $125,000

Subsequent year(s) cost: $125,000(per year)

Narrative: Purchases will be made on an as-needed basis to maintain and repair SFD's vehicle fleet.

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

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this request for approval is for equipment purchase.
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? Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

City Clerk's No. _____

CITY OF SPOKANE
FIRE DEPARTMENT

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY SPOKANE FIRE DEPARTMENT TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **GORDON TRUCK CENTERS, INC., dba FREIGHTLINER NORTHWEST**, whose address is 10310 West Westbow Blvd., Spokane, Washington 99224 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Spokane Fire Department Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2024, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.
Total annual compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00),** and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to 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 Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;
B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

12. ASSIGNMENT AND SUBCONTRACTING.
The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

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

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

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

17. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

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

GORDON TRUCK CENTERS, INC., dba FREIGHTLINER NORTHWEST,

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE FIRE DEPARTMENT

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company's Response to RFP
24-140

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.

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

EXHIBIT B

Client#: 187517 GORDTRUC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2023

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

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

PRODUCER
Propel Insurance
601 Union Street; Suite 3400
COM Construction
Seattle, WA 98101-1371

CONTACT NAME: Rainey Lindholm
PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326
E-MAIL ADDRESS: rainey.lindholm@propelinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Travelers Indemnity Company of America	25666
INSURER B	Travelers Property Casualty CoofAmerica	25674
INSURER C	Travelers Casualty & Surety Company	19038
INSURER D		
INSURER E		
INSURER F		

INSURED
Gordon Truck Centers Inc.
dba Freightliner Northwest
277 Stewart Road SW
Pacific, WA 98047-2155

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			AD2R3166222314	09/01/2023	09/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV NJURY	$1,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AD2R3166222314	09/01/2023	09/01/2024	COMB NED S NGLE L MIT (Ea accident)	$1,000,000
	X ANY AUTO						BOD LY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BOD LY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP2R5260722314	09/01/2023	09/01/2024	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE			following form			AGGREGATE	$15,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0S590767	03/13/2023	03/13/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	N / A		All States			E L. EACH ACCIDENT	$1,000,000
				WA Stop Gap Incld			E L. DISEASE - EA EMPLOYEE	$1,000,000
							E L. DISEASE - POLICY LIMIT	$1,000,000
A	Garagekeepers Primary Basis			AD2R3166222314	09/01/2023	09/01/2024	See Limit Below See Ded Below	

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

Garagekeepers Coverage Limits per Location: Vehicles Held for Service /Repair
Deductibles per Auto $10,000 Comp - Max per Loss $50,000 - $1,000 Coll
277 Stewart Rd SW Pacific WA - Limit $8,000,000
221 Stewart Rd SW Pacific WA - Limit $1,080,000
524 Jacks Ln Mount Vernon WA - Limit $2,500,000
(See Attached Descriptions)

CERTIFICATE HOLDER

[redacted]

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

1070 Stewart Re SW Pacific WA - Limit $840,000
13232 Case Rd SW Olympia, WA Limit $2,500,000
10310 W Westbow Blvd Spokane Limit $8,000,000
10220 W Westbow Blvd Spokane Limit $ 360,000
1910 Rudkin Rd Yakima, WA Limit $300,000
60596 Cristad Dr LaGrande, WA Limit $150,000
29265 Freedom Land, Hermiston OR Limit $150,000
600 S 56th Place Ridgefield WA Limit $1,500,000
2343 Biddle Rd Medford OR Limit $2,500,000
1214 N. Franklin Blvd Nampa ID Limit $150,000
151 Stewart Road Pacific WA Limit $600,000
3299 Lathrop St., Fairbanks AK Limit $1,000,000
222 W 92nd Ave ., Anchorage, AK Limit $2,500,000
4991 Caterpillar Road., Redding, CA Limit $1,500,000

Evidence of Insurance

POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: SEE CA T8 04

Address:

PROVISIONS

1. The following is added to Paragraph **D.2.**, **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

   Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under paragraphs **D.2.a.** or **b.** of SECTION **I** – COVERED AUTOS COVERAGES.

2. The following is added to Paragraph **B.**, **General Conditions**, of the **SECTION IV – CONDITIONS**:

   Notice of Cancellation to Additional Insured

   In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

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POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

As per written contract

PROVISIONS

1. The following is added to Paragraph **c.** in **D.2., Who Is An Insured,** of **SECTION I – COVERED AUTOS COVERAGES:**

   This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance,** in **B., General Conditions,** of **SECTION IV –CONDITIONS,** but only for Covered Autos Liability Coverage:

   Regardless of the provisions of paragraphs **a.** and **f.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE CA T8 05

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSUREDS

Designated Persons or Organizations: SEE CA T8 07 09 21

PROVISIONS

1. The following is added to Paragraph **D., Who Is An Insured**, of **SECTION II – GENERAL LIABILITY COVERAGES:**

   Any person or organization designated in the Schedule Of Additional Insureds is an "insured", but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing "auto dealer operations"; or

   b. In connection with your premises owned by or rented to you.

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POLICY NUMBER: AD-2R316622-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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License Information:

Entity name:	GORDON TRUCK CENTERS, INC.
Business name:	FREIGHTLINER NORTHWEST
Entity type:	Profit Corporation
UBI #:	600-633-770
Business ID:	001
Location ID:	0006
Location:	Active
Location address:	10310 W WESTBOW BLVD SPOKANE WA 99224-9411
Mailing address:	277 STEWART RD SW PACIFIC WA 98047-2155

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Miscellaneous Vehicle Dealer	06025		View Plates	Active	Jul-31-2024	Aug-19-2015
Motor Vehicle Dealer Subagency	00579		View Plates	Active	Jul-31-2024	Aug-19-2015
Spokane General Business - Non-Resident				Active	Jul-31-2024	Apr-28-2015

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
GORDON, LARRY J	
GORDON, SCOTT A	
GORDON, VIRGINIA A	

Registered Trade Names

Registered trade names	Status	First issued
FREEDOM TRUCK CENTERS	Active	Apr-17-2015
FREIGHTLINER NORTHWEST	Active	Nov-18-2016
GORDON TRUCK PARTS	Active	Feb-03-2023
PACIFIC TRUCK CENTERS	Active	Sep-22-2015
SELECTRUCKS OF SEATTLE	Active	Jan-26-2022
VALLEY FREIGHTLINER	Active	Sep-13-2016
WESTERN STAR NORTHWEST	Active	Dec-20-2016

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 1/4/2024 2:05:00 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

Bid Response Summary

Bid Number	RFP 6037-24
Bid Title	General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment (Re-Bid)
Due Date	Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Gordon Truck Centers, Inc.
Submitted By	Jonathan Callis - Monday, January 8, 2024 12:40:18 PM [(UTC-08:00) Pacific Time (US & Canada)] jonathan.callis@freightlinernw.com 360-815-0044
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 acknowledges and agrees with Paragraph 10.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

	5	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 in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 9 "Proposal Content" instructions.	YES
	7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Pat Gendreau 253-863-7393 patrick.gendreau@gordontruckcenters.com
	8	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.	Pat Gendreau 253-863-7393 patrick.gendreau@gordontruckcenters.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. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	Cover Letter - City of Spokane.pdf

2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.	City of Spokane bid Technical Proposal.docx
3	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	City of Spokane bid Management Proposal.docx
4	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	RFP #6037-24 Attachment A - General Repair Cost Proposal (3).pdf

	5	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	LIST OF CERTIFICATIONS	Upload List of Certifications here	Freightliner NW Spokane certifications.docx
	LINE CARD	Upload Line Card here	FTLNW - Spokane LINE SHEET.doc
	6	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.	
	7	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	8	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

GORDON TRUCK CENTERS DEALER FAMILY

FREIGHTLINER NORTHWEST | WESTERN STAR NORTHWEST | TrailerCraft SINCE 1969 | FREIGHTLINER of HAWAII

Letter of Submittal

1. Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047

   (253) 863-7393

2. Gordon Truck Centers is incorporated.
3. dba Freightliner Northwest, 10310 W. Westbow BLVD, Spokane, WA 99224. (509) 744-0390
4. There are no past city employees currently employed at Freightliner Northwest
5. The management of Gordon Truck Centers agree to follow the terms and conditions in the Request for Proposal.

Patrick Gendreau COO _____

Date 1/8/24

9.4 Management Proposal

Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047 (253) 863-7393 dba Freightliner Northwest, 10310 W. Westbow BLVD, Spokane, WA 99224. (509) 744-0390

Staff Qualifications –

Freightliner NW Spokane

1. **Regional Director - (based in Spokane) 42 years industry experience.**
2. **Service Manager – 13 years industry experience**
3. **Parts Manager – 9 years industry experience**
4. **Shop Managers – 15 years average industry experience**
5. **Technicians – 2 - 30 years industry experience**
6. **Parts Counter – 2 – 25 years industry experience**

Company Qualifications –

Freightliner NW Spokane

1. **FTLNW has maintained Elite Dealer certification through Daimler Trucks North America continuously since the onset of the program 13 years ago. We have been given national recognition for our Express Repair process as the top CI event in the country. There are 243 criteria that are evaluated annually to maintain our certification including our processes, facility cleanliness, product knowledge, customer experience and repair performance.**
2. **See 9.3 Technical proposal for specific staff certifications and training.**

3. **Comments from our survey site through DTNA.**

Everyone I work with at Freightliner is extremely helpful, and I believe they try to get my equipment fixed as fast as possible.

Misty, Tim, and Ryan are great in the service department, and OJ does an amazing job getting my parts delivered in a reasonable time.

9.3 Technical Proposal

Gordon Truck Centers Inc. 277 Stewart Rd. SW Pacific, WA 98047 (253) 863-7393 dba Freightliner Northwest, 10310 W. Westbow BLVD, Spokane, WA 99224. (509) 744-0390

1. **We will determine the cause of failure on the vehicle and repairs will be performed following the established OEM troubleshooting guidelines. In the event of a repair for PM service the tech will follow the published worksheet provided by the City of Spokane.**

2. **Freightliner Northwest is an Elite certified dealer through Daimler Trucks North America and as such follows the repair processes outlined for Freightliner and Western Star vehicles along with Detroit engines, axles, and transmissions. Each technician is required to maintain certification through DTNA to ensure they are equipped to properly repair the vehicle. In addition, several of the technicians are also OEM or vendor certified on Eaton, Allison, Cummins, CAT, Meritor and Wabco products.**

3. **Pick up and delivery of vehicles that are capable of driving will be coordinated and scheduled through the Spokane service department. We do employ a full-time CDL driver to facilitate truck movements.**

EXHIBIT A

COST PROPOSAL WORKSHEETS

428665 2018 KENWORTH T800 TRUCK, DUMP TANDEM AXLE 1NKDL70X1JR215476					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	291.73	1	149.25	440.98
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums—All Axles	1628.49	7.5	1119.37	2747.86
5	Perform Alignment on all axles	0	3.2	477.6	477.6
6	Change Automatic Transmission Fluid	349.65	2.6	388.05	737.70
7	Steer Axle Kingpin and Bushing Replacement	1345.60	12	2388.00	3733.60
8	Attached PMA Form	564.23	5.1	761.18	1325.4
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

EXHIBIT A-1

COST PROPOSAL WORKSHEETS

428905 2020 PETERBILT 520 TRUCK, LABRIE SIDE LOAD 3BPDLH0X1LF108184					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	238.50	1.0	149.25	387.75
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums—All Axles	928.46	7.5	1119.37	2047.83
5	Perform Alignment on all axles	0	3.2	477.60	477.6
6	Change Automatic Transmission Fluid	349.65	2.6	388.05	737.70
7	Steer Axle Kingpin and Bushing Replacement	1345.60	12	2388	3733.60
8	Attached PMA Form	564.23	5.1	761.18	1325.40
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

EXHIBIT A-2

COST PROPOSAL WORKSHEETS

428517 2017 FREIGHTLINER MT45 TV VAN 4UZAAPDU7HCHX7209					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off	0	0	0	0
2	Change Engine Oil and Filter	114.42	1	149.25	263.67
3	Rotate and Inspect Tires	n/a	n/a	n/a	n/a
4	Replace Brake Shoes and Drums—All Axles	331.44	5	746.24	1077.68
5	Perform Alignment on all axles	0	2.5	377.13	377.13
6	Change Automatic Transmission Fluid	189.65	2.6	388.05	577.7
7	Steer Axle Kingpin and Bushing Replacement	983.00	10	1999.00	2982.00
8	Attached PMA Form	341.90	4.5	671.62	1013.52
9	CSA Check 22 Inspection	46.00	2	298.50	344.50

Freightliner Northwest – Spokane Certifications.

SERVICES

Elite Support Certified

Express Assessment with 4 Dedicated Pull Through Bays

Freightliner Expert Certified Truck Center

CNG Certified Technicians

CAT, Cummins, Detroit, & Mercedes Engines

Dyno

Allison Maintenance Center Model 1000 - 4500

Meritor, Eaton & Detroit Axles, Brakes & Transmissions

Hunter Laser Alignments

Onsite Service Repairs

HVAC Repairs

Body Repairs

Truck And Body Modifications

27 Bay Shop Equipped With Overhead Cranes & State Of The Art Diagnostics

Lift Axle Installations

Steam Cleaning Bay

Freightliner RV Chassis

FREIGHTLINER

NORTHWEST

IS YOUR AUTHORIZED WARRANTY REPAIR FACILITY FOR……

CAT®

Cummins

EATON

WESTERN STAR®

FREIGHTLINER®

MERITOR®

Allison Transmission

DETROIT™

ALLIANCE TRUCK PARTS

Bendix®

DANA

SPICER® DRIVETRAIN PRODUCTS

Delco Remy

10310 W. Westbow Blvd, Spokane, WA 99224

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 08/19/2024

Date Rec'd	7/31/2024
Clerk's File #	
Cross Ref #	
Project #	

Submitting Dept	FIRE	**Bid #**	SOLE SOURCE
Contact Name/Phone	TOM WILLIAMS (509)435-7002	**Requisition #**	VB
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	GORDON TRUCK CENTERS SOLE SOURCE RESOLUTION		

Agenda Wording

Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components and enter into a five (5) year Value Blanket Order.

Summary (Background)

Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components. Nearly 90% of SFD's fleet of heavy fire apparatus are powered by Detroit Diesel engines and associated components. Annual expenditure is estimated at $100,000 annually for 5-years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000
Current Year Cost	$ 100,000
Subsequent Year(s) Cost	$ 100,000 per year

Narrative

Services will be used on an as-needed basis to maintain and repair SFD's vehicle fleet.

Amount		Budget Account
Expense	$ 100,000	# various
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	REDING, RYAN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	O'BERG, JULIE	**PURCHASING**	PRINCE, THEA
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
David Stockdill dstockdill@spokanecity.org	Thea Prince tprince@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Gordon Truck Centers Sole Source Resolution
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Spokane Fire Maintenance would like to identify Gordon Truck Centers/Freightliner Northwest as the Sole Source Provider of Detroit Diesel parts and related components. Nearly 90% of SFD's fleet of heavy fire apparatus are powered by Detroit Diesel engines and associated components. Annual expenditure is estimated at $100,000 annually for 5-years.

Fiscal Impact

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

Total Cost: $500,000

Current year cost: $100,000

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

Narrative: Services will be used on an as-needed basis to maintain and repair SFD's vehicle fleet.

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

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.

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? Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

Clerks No._____

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring GORDON TRUCK CENTER dba FREIGHTLINER NORTHWEST (Spokane, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of Detroit Diesel Engine Parts/Components on an “as needed” basis for a five (5) year period – approximately $100,000.00 annually without public bidding.

WHEREAS, the above referenced parts are only available through authorized distributors and Gordon Truck Center dba Freightliner Northwest is our local authorized distributor; and

WHEREAS. Spokane Fire Department operates a fleet of diesel powered vehicles which are nearly exclusively Detroit Diesel branded diesel engines; and

WHEREAS, Gordon Truck Center dba Freightliner Northwest is the regional distributor of Detroit Diesel products and can provide parts from their regional network of 12 stores quickly and with minimal, if any shipping charges; and

WHEREAS, Detroit Diesel (OEM) Proprietary parts are needed in a vast majority of repair and general maintenance applications, especially when performing a complete in-frame engine overhaul; and

WHEREAS, the estimated annual expenditure for Detroit Diesel Engine Parts/Components exceeds the 2024 public bid limit of $50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of Detroit Diesel Engine Parts/Components parts a sole-source purchase through Gordon Truck Centers dba Freightliner Northwest.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year Value Blanket Order for the purchase of Detroit Diesel Engine Parts/Components parts on an “as needed” basis - $500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 08/26/2024

Date Rec'd	7/31/2024
Clerk's File #	
Cross Ref #	SEE RELATED CONTRACT
Project #	

Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	MICHAEL 625-6468	**Requisition #**	
Contact E-Mail	MSLOON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	5300 INTERLOCAL AGREEMENT FOR ECEPTIONIST SOFTWARE—COST SHARING		

Agenda Wording

Eceptionist, Inc. (Houston, TX) provides referral management software supporting City/County Supervision Departments/Criminal Justice Services. Total contract term is August 1, 2024-July 31, 2029. First year cost is $144,500.00 plus tax.

Summary (Background)

This is an interlocal agreement between the City of Spokane and Spokane County regarding cost sharing for an online referral tool (OLR). Eceptionist, Inc. (Houston, TX) provides referral management software (SaaS) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 144,500.00 plus tax
Current Year Cost	$ 144,500.00 plus tax
Subsequent Year(s) Cost	$ 380,000.00 plus tax

Narrative

The Interlocal Agreement provides that the cost of the Eceptionist software will be shared equally by both the City and the County. The City will contract directly with Eceptionist, Inc. and the County will reimburse the City 50% of the annual costs.

Amount		Budget Account
Expense	$ 157,505.00	# 5310-73100-18880-54214-99999 Year 1
Revenue	$ 78,752.50	# 5310-73100-99999-33772-99999 Year 1
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	MARTINEZ, LAZ		
Division Director	SLOON, MICHAEL		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	CM Dillon; CM Cathcart; CM Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Interlocal Agreement for Eceptionist Software—Cost Sharing & Usage
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Eceptionist, Inc. (Houston, TX) provides referral management Software (Saas) in support of the City and County Supervision Departments/Criminal Justice Services. The City selected Eceptionist, Inc. through RFP #5924-23 Online Reporting Tool (OLR).

Fiscal Impact

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

Total Cost: $144,500.00

Current year cost: $144,500.00 plus tax

Subsequent year(s) cost: $95,000.00 plus tax

Narrative: The Interlocal Agreement provides that the cost of the Eceptionist software will be shared equally by both the City and the County. The City will contract directly with Eceptionist, Inc. and the County will reimburse the City 50% of the annual costs.

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

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc.? Yes. 50% of the costs will be shared by the County.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) 50% of the costs will be shared by the County.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Not applicable – Software implementation, annual subscription & maintenance

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

Not applicable – Software implementation annual subscription & maintenance

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

Not applicable – Software implementation annual subscription & maintenance
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Online Referral Subscription.

OPR No. _____

INTERLOCAL AGREEMENT

Spokane County/City Supervision/Probation Online Referral Tool (ORT)

THIS INTERLOCAL AGREEMENT ("Agreement"), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington (City) having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, SPOKANE COUNTY, a political subdivision of the State of Washington (County) having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, the CITY OF SPOKANE MUNICIPAL COURT (Municipal Court), and SPOKANE COUNTY DISTRICT COURT (District Court), hereinafter each individually referred to as "Party" and collectively as the "Parties".

A. RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington Chapter 39.34 ("Interlocal Corporation Act"), the PARTIES may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, when Municipal or District Court imposes a criminal sentence that requires referral of a sentenced defendant to a provider for any kind of assessment and/or treatment, the courts through their respective Probation Departments need to transmit such referrals and receive responsive assessment/treatment information (data) in a secure, timely, and efficient manner; and

WHEREAS, since 2009, to achieve the objective of secure, timely, and efficient transmittal of these referrals and responsive data, City, led by its City Information Technology Department (IT), internally developed and implemented an automated tool, referred to as the Supervision/Probation Online Referral Tool (ORT), which routinely has been used by both City and County Courts and their Probation Departments since 2009; and

WHEREAS, despite regular ORT improvements and upgrades, the Parties agree the current ORT being utilized by the Parties is outmoded because it: 1.) lacks the capability to perform the full range of ORT functions needed by the Parties which ORT services and features are otherwise currently available in the ORT services marketplace; 2.) is increasingly complex and expensive to support; and 3.) lacks critical cyber security protections; and

WHEREAS, based on these deficiencies, the Parties procured new ORT services with an outside vendor (eCeptionist) based on a Request for Proposals (RFP) and responsive competitive bids for the services.

NOW, THEREFORE, the Parties agree as follows:

B. PURPOSE.

The purpose of this Interlocal Agreement is to memorialize in writing the mutual agreement and shared understanding of the Parties regarding the need for a new ORT service provider and cost allocation for payment of ORT vendor services between the Parties.

C. TERM.

This Agreement shall commence upon the date of execution via signature of all Parties and continue for five (5) years and may thereafter be renewed by written agreement of the parties for another term of five (5) years.

D. RESPONSIBILITIES OF THE PARTIES.

Pursuant to the terms of this Interlocal Agreement, the Parties agree to the terms of cost allocation below:

1. The cost for the initial implementation and integration of the new referral tool is identified on Exhibit A attached.
2. The ongoing cost for the term, years 1-5, of the new ORT which predominantly covers IT operational support and the vendor's annual software service fee are identified in Exhibit A.
3. Cost Allocation: 50/50 Split City/County. All project costs, including initial implementation and integration, outyear maintenance and any additional vendor fees associated with change orders agreed to by the Parties will be shared and borne equally (50% each) by the City and County. See Exhibit B (eCeptionist Services Agreement).

E. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Municipal Court	Spokane County District Court
Kristin C. O'Sullivan, Presiding Judge 1100 W Mallon Ave Spokane, WA 99260-0001 E: kosullivan@spokanecity.org P: (509) 622-5867	John Witter, Spokane CountyDistrict Court Administrator 1100 W Mallon Ave. Spokane, WA 99260-0001 E: jwitter@spokanecounty.org P: (509)477-2942

F. 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.

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

1. CITY

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.

2. COUNTY

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

H. INDEMNIFICATION.

The City 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 CITY will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the County. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

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

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

I. TERMINATION / EARLY TERMINATION.

This Agreement may not be unilaterally terminated by either Party in advance of the end of the term identified in Section C herein.

After 24 months have elapsed from the date Parties fully execute this agreement, any party that is current in its financial obligations hereunder may request an early termination of this Agreement by submitting a written Request for Early Termination to the other Parties in accordance with Section F herein.

If an early termination is requested and approved by the other Parties, the Party receiving the early termination shall pay the full amount of their agreed-upon obligation for the remainder of the term. If the party seeking and receiving the early termination is the City of Spokane or the Spokane Municipal Court, the early termination penalty shall be paid to Spokane County. If the party seeking and receiving the early termination is the County of Spokane or the Spokane County District Court, the early termination penalty shall be paid to the City of Spokane. The termination penalty is due and payable on the date the requesting Party is provided notice from the other Parties that the early termination has been approved.

J. COMPLIANCE WITH LAWS.

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

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

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

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties' designated representatives, shall be valid until put in writing and signed.

O. 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.

P. RCW 39.34 REQUIRED CLAUSES.

1. Purpose. See Section B above.

2. Duration. See Section C above.

3. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

4. Responsibilities of the Parties. See Section D above.

5. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the County shall file this Agreement with the Auditor or list it on its website or other electronically retrievable public source

6. Financing. See section D City/County cost allocation of 50% each.
7. Termination. See Section I.

Q. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of 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 9th day of July 2024.

CITY OF SPOKANE

By: Lisa Brown
Title: City of Spokane Mayor

Date: _____

SPOKANE COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Attest:

Shelly Thompson for

By: Ginna Vasquez
Title: Clerk of Spokane County BOCC

Date: 7/9/24

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

City of Spokane Municipal Court

Kristin C. O'Sullivan, Presiding Judge

Date: _____

Spokane County District Court

Jennifer Fassbender, Presiding Judge

Date: 7/11/2024

Spokane Municipal Court Administrator

Howard F. Delaney

Spokane County District Court Administrator

John Witter

Spokane County IT Director

Kevin Norris

Approved as to form:

By: Michael Piccolo
Title: City Attorney

Date: _____

Exhibit "A"

Project & Operational Costs

	Project	Operational Cost Projections				
Cost Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
eceptionist Professional Service Costs:						
Existing Event Data Migration	$ 9,000					$ 9,000
ADFS Integration	$ 10,500					$ 10,500
City - Defender Management System Integration	$ 15,000					$ 15,000
County - Defender Management System Integration	$ 15,000					$ 15,000
Eceptionist Annual Service Fee	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 475,000
Taxes on Licensing Costs	$ 8,550	$ 8,550	$ 8,550	$ 8,550	$ 8,550	$ 42,750
Cost Totals:	$ 153,050	$ 103,550	$ 103,550	$ 103,550	$ 103,550	$ 567,250

Cost Breakdown

Cost Per Year for City & County			
	City Obligation	**County Obligation**	**Total Obligation**
Year 1	$ 76,525	$ 76,525	$ 153,050
Year 2	$ 51,775	$ 51,775	$ 103,550
Year 3	$ 51,775	$ 51,775	$ 103,550
Year 4	$ 51,775	$ 51,775	$ 103,550
Year 5	$ 51,775	$ 51,775	$ 103,550
Totals	$ 283,625	$ 283,625	$ 567,250

Exhibit "B"

See attached eCeptionist Services Agreement

ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of _____ by and between **E-Ceptionist, Inc.**, a Texas corporation ("Company"), and **City of Spokane** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

-ReferralCX
-SchedulingCX
-WorkflowCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"**Affiliate**" means a business entity controlling, controlled by or under common control with a specified party.

"**Business Day**" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"**CLIENT Content**" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"**CLIENT Marks**" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"**Company Marks**" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"**Data**" means all electronic data or information created by or in any way originating with the Customer and the Authorized Users, and all information that is the output of any computer processing or other electronic manipulation, of any information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Customer and the Authorized Users , in the course of using the Subscription Services provided under this Agreement.

"**Data Compromise**" means any actual or reasonably suspected unauthorized access to, or acquisition of, computerized Data that materially compromises the security, confidentiality, or integrity of the Data, or the ability of the Customer to access the Data.

"**Features**" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"**Fees**" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"**Force Majeure**" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such

causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"**Functionality**" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

"**Graphical User Interface**" or "**GUI**" means the colors, fonts, branding, and "look and feel" and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

"**Implementation Schedule**" shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

"**Intellectual Property Rights**" shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, "rental" rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

"**Licensed Users**" means the facilities, personnel and patients of CLIENT and Spokane County that are located in the United States of America, including managed, owned, or network affiliated clinics and partners for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User Terms of Use Agreement which is attached in Schedule 3.

"**Service**" means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

"**Specifications**" means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

"**System**" means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

"**Website**" shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

"**Work Order**" means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT' review and acceptance. CLIENT shall have ten (10) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

3.2 Confidential Information

(a) Subject to the requirements of the Washington State Public Records Act, (PRA), RCW Ch. 42.56, each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

Client City of Spokane is a governmental agency bound by the legal requirements of the PRA, RCW Ch. 42.56. That law presumptively makes all Client records public records freely available upon request by anyone unless a legal exemption from disclosure applies. In the event Client receives a valid public records request for Customer records and Client determines there are exemptions from disclosure only Customer can assert, Client will endeavor to give Customer notice. Customer will be required to go to Court to get an injunction preventing the release of such records. In the event Customer does not obtain a timely injunction preventing the release of the records, Client will comply with the PRA and release the records. Records covered by the PRA include, but are not limited to, this contract and any exhibits, documents, etc. incorporated by reference into this contract.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law. Notwithstanding the foregoing, Company shall be permitted to list CLIENT and the names of CLIENT's Affiliates on customer lists included as part of Company's proposals or solicitation materials for prospective customers and investors, which lists may appear on Company's websites or in printed brochures or in other materials or media displayed at trade shows.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents,

copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 1.5% per month or the highest amount allowable by law.

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company's net income, CLIENT shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to CLIENT by Company hereunder. In addition, CLIENT shall bear and be solely responsible for any withholding taxes that are placed on any payments that are made under this Agreement.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Fifth (5th) anniversary of such date, unless sooner terminated as provided herein (or unless extended or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The parties may renew this Agreement for up to ten (10) consecutive one (1) year terms (Renewal Periods) for a total of fifteen (15) years. Such Renewal Periods shall require the approval of the Spokane City Council. The Initial Term and any Renewal Periods are referred to in this Agreement as the "term." CLIENT may terminate this Agreement at the end of the then current term by providing Company written notice at least sixty (60) days prior to the expiration of such term. Company may terminate this Agreement at the end of the then current term by providing CLIENT written notice at least sixty (60) days prior to the expiration of such term. If neither party terminates the Agreement at least sixty (60) days prior to the expiration of the then current term, the Agreement will automatically extend for an additional Renewal Period subject to the renewal term Fees outlined in Schedule 2.

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

(a) if either party materially fails to perform or comply with this Agreement or any provision hereof;

(b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;

(c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;

(d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party; or

(e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days.

In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate of 2% per month (24% per year) or the highest amount allowable by law.

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer; Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF

CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED

IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

6.7 Indemnification by CLIENT

CLIENT agrees to defend, indemnify and hold Company and its Affiliates and each of their respective directors, officers, employees and agents harmless from and against any and all Claims that arise out of or result from Company's use or possession of the CLIENT Content or CLIENT Property, including any Claim that the CLIENT Content or CLIENT Property is alleged to (i) infringe, dilute, misappropriate or violate the Intellectual Property Rights of any third party; (ii) defame, libel or slander any third party; or (iii) constitute deceptive, false or misleading advertising.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

CLIENT

_____
_____
_____

Attention: _____
_____

7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Washington in the United States of America (excluding its conflicts of law principles) and, as expressly provided in respect of the arbitration of disputes, by federal law.

7.10 Arbitration

(a) Any claim, action, dispute or controversy of any kind arising out of or relating to this Agreement or concerning any aspect of performance by any party under the terms of this Agreement (a "Dispute") shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to the Federal Arbitration Act (Title 9 of the United States Code) in accordance with this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. The parties acknowledge and agree that the transactions evidenced and contemplated hereby involve "commerce" as contemplated in Section 2 of the Federal Arbitration Act. If Title 9 of the United States Code is inapplicable to any such Dispute for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act (V.T.C.A., Civil Practice & Remedies Code Section 171.0001, et. seq. Vernon 1997), this Agreement and the then-applicable Commercial Arbitration Rules of the AAA. To the extent that any inconsistency exists between this Agreement and the foregoing statute or rules, this Agreement shall control. Judgment upon the award rendered by the arbitrator acting pursuant to this Agreement may be entered in, and enforced by, any court having jurisdiction, absent manifest disregard by such arbitrator of applicable law; provided, however, that the arbitrator shall not amend, supplement or reform in any manner any of the rights or obligations of any party hereunder or the enforceability of any of the terms or provisions of this Agreement. Any arbitration proceedings under this Agreement shall be conducted in Spokane County, State of Washington, , before an arbitrator who has no direct or indirect relationship with any party or any party's Affiliates.

(b) Each party shall bear its own expenses of the arbitration, including, without limitation, fees and expenses of counsel incident to any arbitration. The fees and expenses of the arbitrator and the AAA shall be borne equally by the parties. The arbitrator shall have the power and authority to award expenses to the prevailing party if the arbitrator elects to do so, but in no event shall any party be liable to another party, except with respect to a liability imposed as a result of a third-party claim or allegation for any

exemplary, punitive, special, indirect, consequential, remote, or speculative damages, even if caused by the sole, joint, and/or concurrent negligence, strict liability, or other fault of such party.

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

Schedule 1 – Service Specifications (including Initial Work Order No. 1)
Schedule 2 – Fee Schedule
Schedule 3 – End User - Terms of Use Agreement
Schedule 4 – Implementation Schedule
Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.

7.16 Export Regulations

Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

CITY OF SPOKANE		**E-CEPTIONIST, INC.**	
By:	_____	By:	___
Name:	_____	Name:	___
Title:	_____	Title:	___
Effective Date:	_____	Effective Date:	___

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company ("Server"). Company uses infrastructure provided by Microsoft Corporation ("Azure") to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.

2. Company will be responsible for backing up the data stored in the database in the United States.

3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.

4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT's logo and a CLIENT label but does not include changing the layout of the Eceptionist platform or service.

5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one the following software programs installed on their computers (or other devices):

   - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
   - Chrome
   - Safari

   Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company's support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral within Eceptionist will be required to have one the following software programs installed on their computers (or other devices)

   - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
   - Chrome
   - Safari
   - IOS Safari Browser
   - Android Chrome Browser

7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.

   - **-ReferralCX**
   - **-SchedulingCX**
   - **-WorkflowCX**

   Client will also be given access to Eceptionist's administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreemen t) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 3 different EceptionistCX Software as a Service ("SaaS") environments including Production, Training and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to "go live" of approximately 1 to 3 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one "draft" queue, one "status" queue and one "my requests" queue as well as time to customize one "incoming" queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Company Project Management

Schedule 1 – Service Specifications

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Eceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Eceptionist database by Company.

Existing Event Data Migration

Company has assumed that there will be certain existing events that will need to be migrated. Company has made the following data migration assumptions.

1) Event Types to be Migrated – Company has assumed that the following event types will be migrated into EceptionistCX.
   a) Providers
   b) Resource Date Profiles
   c) Other reference data required to support the data migration
   d) "in process" referrals
2) Data Migration Templates – Company will create data migration templates for those items that are going to be migrated into EceptionistCX. For each template that is created, Eceptionist will provide draft templates to Client and Client will have opportunity to provide two sets of feedback. Any feedback provided in excess of the two that are included will cost extra.
3) Company will create the scripts required for the Data Migration.
4) Company will do the actual data migration in test and production environments. Company will do two test runs of data migration into the test environment and one batch of data migration into the production environment just prior to "go live."

Integration

Company has assumed the following integration for this project.

ADFS Integration

Company will integrate EceptionistCX with Client's ADFS Server (i.e., City Network Domain Credentials) to support authentication of Spokane's domain users. This interface will use an HTTPS connection to support the integration over the Internet.

ADFS features
- The interface will use an HTTPS/internet connection
- Client can whitelist EceptionistCX's server IPs to further restrict the source of connection to their ADFS authentication site
- The ADFS integration will be deployed to support authentication of Client's domain users but is not be deployed to support single sign on.

Client ADFS Authentication Integration Work
- Client will need to set up the ADFS server and federation service
- Client will need to make the site accessible to the EceptionistCX site over the internet or whitelist Eceptionist site IPs on Client firewall
- Client will need to make EceptionistCX site to be "Relying Party Trust" on the ADFS server
- Client will need to set up a trust relationship from the EceptionistCX application to the ADFS service
- Client will need to add the claims and map them to the corresponding AD LDAP attributes to be sent to EceptionistCX in a security token.
- Client will provide the trust certificate used by Client ADFS
- Client will provide a test account and system for the integration testing

Company ADFS Integration work
- Company will provide a login page for ADFS
- Company will configure Eceptionist application to support ADFS authentication
- Company will install Client ADFS certificate on EceptionistCX server end for encrypting the ADFS authentication requests and decrypt claims
- Company and Client team will need to confirm the permission mapping requirements during the implementation

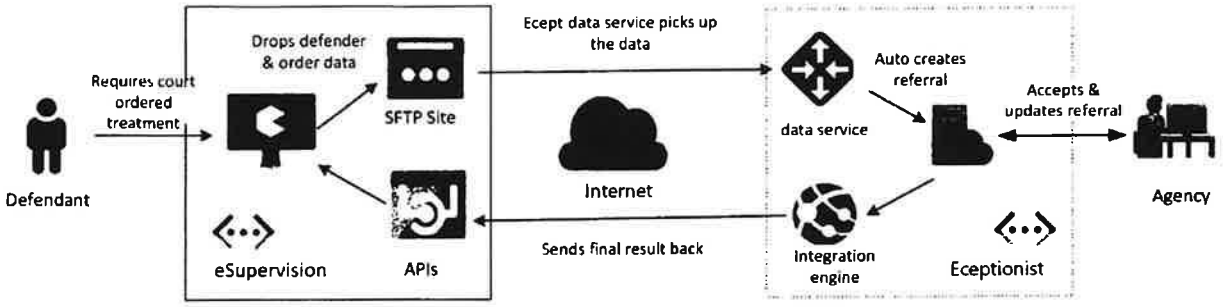
City - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX. The assumptions around this integration are included below:

Schedule 1 – Service Specifications

- One instance of this City Defender Management System
- Leverage the eSupervision API to support bi-directional integration between EceptionistCX and the City eSupervision System
- Data standard: To be determined but will include the Signed Treatment Referral Document
- Connection and Data Transfer: To be determined
- Integration Data Flow Direction: Bi-Directional
- Implementation efforts include:
  - data specifications
  - network connection
  - defendant data processing implementation
  - location transfer data processing and business logic implementation
  - integration testing and deployment

Included below is a diagram that conceptually represents the goal of the integration between EceptionistCX and the City's eSupervision system that leverage the eSupervision and EceptionistCX API's.



County - eSupervision System (Defender Management System)

The purpose of this integration is to enable the eSupervision System to send the defender's/patient's that are created, updated and transferred into EceptionistCX and back into the County eSupervision system (from EceptionistCX) once the results are final. The assumptions around this integration are included below:

- One instance of this County Defender Management System
- Data standard: CSV text format but will include the Signed Treatment Referral Document
- Connection and Data Transfer: Will use SFTP to connect and transfer order messages between the two systems. Either Defender Management System or EceptionistCX can set up a SFTP site where Defender Management System will drop its defender demographic and location transfer data in text files and EceptionistCX will pick up the data files and process accordingly and where the EceptionistCX system will drop off the final results in text files so the Defender Management System can pick up the data files and process accordingly.
- Integration Data Flow Direction: Bi-Directional.
- Implementation efforts include:
  - data specifications
  - network connection
  - defendant data processing implementation
  - location transfer data processing and business logic implementation
  - integration testing and deployment

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in EceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within EceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a "train the trainer" approach for this project. Company has assumed 7 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core

use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of system that CLIENT wants the Service to interface with

b) Description of the interface requirements

c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)

d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems

e) Direction of the interface (bi-directional vs. unilateral)

f) Definition of the data that will move between the Service and the interfaced systems

g) Preferred method for accomplishing the interface

h) Name and contact information for Change Notice contact

i) Date the interface is needed

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

a) Name of the functionality or module to be added

Schedule 1 – Service Specifications

b) The date the functionality is needed

c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR ECEPTIONIST

The following provides a description of the maintenance and support services provided by Eceptionist, Inc. to CLIENT, Inc. ("CUSTOMER") for all the Eceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum's, and amendments made to or incorporated herein now or in the future.

Defect
A Defect is a failure of the Eceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation
Documentation is the standard documentation as provided by Eceptionist with the Eceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Eceptionist Products and Service.

End-Use Customer
End-Use Customer is defined in the Agreement.

Enhancement
Enhancement is all changes and additions to the Eceptionist Products and Service or Documentation made by Eceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Eceptionist Product originally supplied under the Agreement.

Products
Products is defined in the Agreement.

Release
Release is a new issuance of the Eceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution
Resolution is either a modification or an addition that, when made or added to the Eceptionist Products and Service, establishes a material conformity of the Eceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Eceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications
For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk
The Support Desk is the contact point at Eceptionist.

Support Desk Engineer
A Support Desk Engineer is the employee within Eceptionist that is the first point of contact at Eceptionist.

Workaround
A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Eceptionist.

2. Support Services

Eceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Eceptionist Product Defects; Eceptionist Component Defects; and database management issues.

2.1. Availability of Support

Eceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Eceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Eceptionist's issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Eceptionist's main support phone number (800-684-1632). Where Defects (categorized below) occur, Eceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Eceptionist Defects & Notification

Eceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Eceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Eceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Eceptionist's Support Desk. When notifying Eceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Eceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Eceptionist is to notify of progress / resolution; and
- other information reasonably required by Eceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Eceptionist once Eceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Eceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Eceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Eceptionist will review any classification where a party advises the other that it believes the classification is inappropriate.
Eceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Eceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround.
Defects that do not recur and cannot be reproduced or isolated by Eceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Eceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	***Definition***	***Notification***	***Action***	***Response & Resolution Targets***
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Eceptionist's Support Desk by phone and logged within Eceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved	**Response:** 60 minutes within business hours; 90 minutes outside of business hours **Resolution:** Eceptionist will work to resolve Defect as soon as possible. Eceptionist will work to try and resolve issue within 24 hours from initial response by Eceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Eceptionist's issue reporting tool and escalated immediately	Continuous work by Eceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	**Response:** 4 hours within business hours; 1 business day outside of business hour **Resolution:** 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Eceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	**Response:** 1 business day **Resolution:** 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Eceptionist's designated contact point	Eceptionist analyses and a statement of work produced that includes timelines and costs.	**Response:** As agreed with CUSTOMER **Resolution:** by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Eceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Eceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Eceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact:	CUSTOMER Service Desk
E-Mail:	To Be Determined
Escalation:	Help Desk
Phone:	1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Eceptionist is notified of any changes.

Eceptionist Contact Details

Primary Contact:	Eceptionist Help Desk
E-Mail :	To Be Determined
Eceptionist Tracking System:	To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact:	Eceptionist main reception
Phone:	713-520-6688

Escalation:	To Be Determined
Phone:	To Be Determined
E-Mail:	To Be Determined

Eceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Eceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Eceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Eceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Eceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Eceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER
The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure
The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Eceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – "Measurement Period") during the Term of the Agreement, Company will charge Client an Annual Service Fee of Ninety Five Thousand ($95,000) US Dollars (the "Annual Service Fee") for use of the EceptionistCX service to manage to manage all defendant referral activities for defendants going through the Spokane or County legal system. .

Access and Fee Terms

- Enterprise access for Client to use EceptionistCX to manage all defendant referral activities defined in the related RFP for defendants going through the Spokane or County legal system.
- The Annual Service Fee for the first year (i.e., the first Measurement Period) is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- The Annual Service Fee is fixed for the 5-year term of the project but are subject to a three percent (3%) annual increase for each year during any Renewal Term.
- The Annual Service Fee covers:
    - Unlimited number of Patients/Defendants
    - Unlimited number of Providers
    - Unlimited number of Regional Treatment Partners
    - Unlimited number of Users
    - Unlimited number of Spokane sites
    - Unlimited number of events (i.e., referrals, scheduled appointments)
    - Services being scheduled are limited to those services defined in the RFP
- The Annual Service Fee includes tier 1 email and chat support for Spokane users and regional treatment partners but does not include Tier 1 support for the defendants/patients. Tier 1 support is available during normal business hours (i.e., 8AM to 5PM PST) excluding holidays. Tier 1 Support to Defendants is available for an additional fee.
- The Annual Service Fee includes 24/7 tier 2 support.
- The Annual Service Fee includes an annual allotment of 50,000 SMS/text segments (up to 136 characters for each segment). Client will be required to pay for additional segments beyond this annual allotment.
    - Additional SMS/text message segments can be purchased at any point during the Term of the Agreement for the following price:
        - Block of 50,000 message segments (up to 136 characters for each segment) for $2,500 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Company under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Spokane by Eceptionist under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services proposed to Client are provided out of an SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States by Eceptionist. Hosting costs have been included in this proposal. Please note that Eceptionist uses Azure data centers in the United States to host EceptionistCX for US based customers.**
- **The use of software is for the Term of the Agreement and not a license in perpetuity**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Existing Event Data Migration	$9,000
ADFS Integration	$10,500
City - Defender Management System Integration	$15,000
County - Defender Management System Integration	$15,000
Total Fees	**$49,500**

*Note, the fees are in US Dollars

Fees Summary

A breakdown of the fees included in this Agreement are included below.

Schedule 2 – Fees Schedule

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Service Fee	$95,000	$95,000	$95,000	$95,000	$95,000
Existing Event Data Migration	$9,000				
ADFS Integration	$10,500				
City - Defender Management System Integration	$15,000				
County - Defender Management System Integration	$15,000				
Total Fees	$144,500	$95,000	$95,000	$95,000	$95,000

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due on Effective Date of the Agreement**. Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: $24,750
Earlier of Go Live Date or Agreement Effective Date + 60 days: $24,750

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	$1,500 per Day
Functional Lead	$1,500 per Day
Solution Architect	$1,500 per Day
Senior Developer	$1,500 per Day
Junior Developer	$1,500 per Day
Quality Analyst	$1,500 per Day
Trainer	$1,500 per Day

***Note**, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Ceptionist, Inc.
405 Man Street, Suite 800A
Houston, Texas 77002
Telephone 713.520.6688

Community Bank of Texas
Houston, Texas
ABA number 113111983
Account Number: 002949

Escalation

The Annual Service Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in

Schedule 2 – Fees Schedule

advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

SCHEDULE 3

END USER - TERMS OF USE AGREEMENT - ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- " ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license.

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-Ceptionist Services Agreement dated _____, between E-Ceptionist, Inc., a Texas corporation ("Company"), and **City of Spokane** ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.

-ReferralCX
-SchedulingCX
-WorkflowCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT		**E-CEPTIONIST, INC.**	
By:	_____	By:	___
Name:	_____	Name:	___
Title:	_____	Title:	___
Effective Date:	_____	Effective Date:	___

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between **Client** ("Covered Entity" in the Business Associate Agreement) and **E-Ceptionist, Inc**, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0 Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Eceptionist Services Agreement.

4.0 Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Ceptionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0 Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0 Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Eceptionist Services Agreement, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0 Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0 Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0 Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0 Conflict. In the event there is a conflict between the language of this Agreement and the Eceptionist Services Agreement, the terms and conditions of this Agreement shall control.

12.0 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0 Term and Termination. This Agreement shall become effective on the date of execution of the Eceptionist Services Agreement and shall terminate upon the later of the termination or expiration of the Eceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

NO. 24-0410

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE REGARDING THE PROCUREMENT OF A NEW ONLINE REFERRAL SYSTEM	)	**RESOLUTION**

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

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

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

WHEREAS, pursuant to chapter 39.34 RCW ("Interlocal Corporation Act") counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane and the County (collectively the "Parties") desire to enter into an Interlocal Agreement for the purposes of sharing in the cost of procuring and jointly using a cloud-based online referral system; and

WHEREAS, pursuant to RCW 39.32.090, the Board of County Commissioners, authorized the Information Technology Director manage the shared cost of software implementation and support services over a five-year period, subject to availability of funds, for $283,625.00 USD, including sales tax; and

WHEREAS, the Information Technology Department staff has recommended that the Board enter into the attached Agreement between Spokane County and the City of Spokane entitled "INTERLOCAL AGREEMENT – ECEPTIONIST SOFTWARE – COST SHARING & USAGE", whereby the parties to the agreement will, for a five-year period running the duration of the contract with Eceptionist, Inc., share the cost of the implementation of the Eceptionist application platform and associated support services under the terms and conditions set forth in the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW, and RCW 36.32.090, that:

(1) the County enter into the attached Interlocal Agreement between the City of Spokane and Spokane County, whereby the Parties will, for a five-year period running the duration of the contract with Eceptionist, Inc., cost-share the implementation of the Eceptionist Application Platform and Associated Support Services under the terms and conditions set forth in the Agreement; and

(2) the Chairperson of the Board, or a majority of the Board, acting on behalf of the County, is hereby authorized to execute said Agreement, as well as any amendments thereto, at other than an open public meeting.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

PASSED AND ADOPTED this 9th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L Kuney
MARY L. KUNEY, Chair

JOSH KERNS, Vice-Chair

AL FRENCH, Commissioner

CHRIS JORDAN, Commissioner

AMBER WALDREF, Commissioner

ATTEST:

Shelly Thompson CBO
Ginna Vasquez, Clerk of the Board

PROBATION

ON-LINE REPORTING (OLR) SYSTEM

Spokane County District Court

AGENDA

- What is the On-Line Reporting (OLR) System
- Why we need an OLR System
- Probation Fund - Trajectory
- IT Options and Input
- Questions and Answers

On-Line Reporting System

History

- *The current OLR system was developed in 2009 by a City IT employee. It is an aging system, and the City is going to "retire" it.*
- *County probation collaborated in the Request For Proposal (RFP) process with the City of Spokane, in August 2023*
- *The OLR process saves significant time, money and natural resources. The proposed new OLR is also cloud based making it less of a security risk*

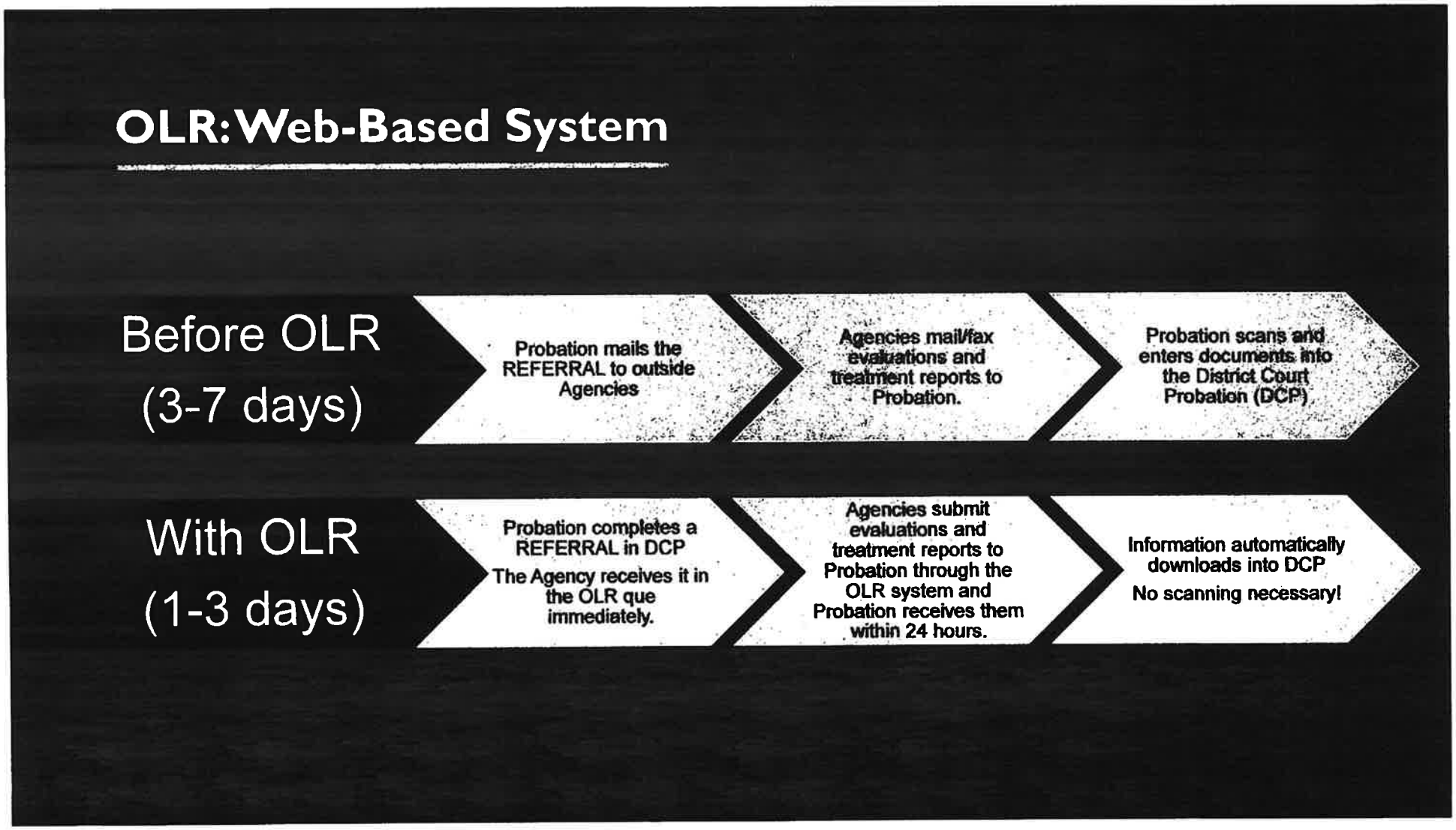
Who uses the OLR system?

City Probation

County Probation

Fifty-five (55) local treatment agencies utilize the system to receive referrals and send evaluations, monthly reports, and compliance updates.

OLR: Web-Based System



The Probation Budget

Trends and Future Strategies

THE STATS: 2018-2023

	Annual Expenditures	Fees Ordered	Fees Waived/Reduced	Fees Collected
2018	$1,373,750	$1,549,670	$110,420	$1,404,325
2019	$1,511,894	$1,472,518	$289,940	$1,333,137
2020	$1,555,444	$1,002,388	$197,437	$1,174,334
2021	$1,595,568	$954,841	$437,850	$1,109,164
2022	$1,468,013	$700,781	$262,940	$900,600
2023	$1,633,734	$817,926	$280,518	$819,040*

Probation's historical financial data and expenditures reflects a consistent deficit in operating funds requiring supplementation.

The amount of fees collected

The amount needed to meet annual expenditures

The amount exceeding annual expenditures

Collaboration with the City of Spokane

- County IT familiarized and examined the Eceptionist application
- Determined the fit of an Eceptionist application on the County Network
- Defined City/County funding responsibilities for the Eceptionist contract period (5 years)
- Interlocal Agreement (ILA) between the City and County (drafted)

Funding Eceptionist

- Year 1: Implementation & Support
- Year 2-5: Ongoing Support

Eceptionist – Cost Per Year for City & County

	City Obligation	County Obligation	Total Obligation
Year 1	$76,525	$76,525	$153,050
Year 2	$51,755	$51,755	$103,550
Year 3	$51,755	$51,755	$103,550
Year 4	$51,755	$51,755	$103,550
Year 5	$51,755	$51,755	$103,550
Totals	$283,625	$283,625	$567,250

FAQs

Do we really need OLR?

Without an on-line reporting system, we would have to revert to mail or fax. This method is costly (staff and postage), not secure, and is very antiquated compared to today's technological options.

Why do it now?

The current OLR System has served us well since its inception in 2009. The system is aging and eventually will fail. In addition, the City is seeking an alternative and we will lose the current option regardless.

How much is it used?

What if we don't have an OLR system?

In 2023

Probation sent out 3,560 referrals

Received 11,797 reports/evaluations

Collaboration

The City included County Probation in the RFP process to examine and evaluate replacement systems.

We have already had the opportunity to see demonstrations of several applications. Eceptionist scored in the top two options.

Cost Effective Option

The cost of replacing an OLR system is not realistically attainable without sharing the expense.

Economics

Absent the OLR system probation would need to hire a position to process all of the treatment agency documents

Average cost of an Admin Support Specialist 3 = $68,000 per year

THANK YOU!

Lonnie Tortorelli
ytortorelli@spokanecounty.org
509-477-2613

* Special thanks to Malia Cross for her assistance with this presentation

4/8

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: District Court

CONTACT PERSON: Yolanda Tortorelli

PHONE NUMBER:

CHECK TYPE OF MEETING BELOW:

☒ Board Briefing Session Agenda

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	24-0410
Approved:	Majority/Unanimous
Denied:	Majority/Unanimous
Renews/Amends No.	
Public Works No.	
Purchasing Dept. No.	

***AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item:* Lonnie Tortorelli - District Court Probation Manager **(10:50 a.m. to 11:05 a.m.)**
• eCeptionist Software - Collaboration with City of Spokane to Replace Antiquated OLR System

***DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):* The City of Spokane Municipal Court and Spokane County's Disctrict Court Probation departments share a common system (Online Referal system - OLR) to manage the referral and reporting requirements between the Probation departments and the Service Providers. The antiquated OLR system needs replaced, as it is cumbersome to maintain, is not mobile friendly, and does not securely manage CJIS, HIIPA, or PII information. The City and County want to jointly implement the eCeptionist cloud-based system that will modernize both agencies' ability to safely and securely manage private documentation security between the Probation Dept's and the Service Providers.

***FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* 5 year impact to Spokane County - Total of $283,625 (Tax Included)
Year 1 - $76,525 (tax included)
Year 2 - $51,775 (tax included)
Year 3 - $51,775 (tax included)
Year 4 - $51,775 (tax included)
Year 5 - $51,775 (tax included)
Total 5-year commitment - $283,625

***REQUESTED BOARD ACTION** (if any):* Seek BoCC approval to move forward with a five-year Interlocal Agreement (ILA) with the City of Spokane to jointly use the eCeptionist software in place of the current out-dated OLR system.

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: District Court, District Court Probation, Budget, and IT

This Item will need to be codified in the Spokane County Code: No

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 08/19/2024

Date Rec'd	7/31/2024
Clerk's File #	
Cross Ref #	
Project #	
Bid #	6037-24
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS (509)435-7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE
Agenda Item Name	1970 GENERAL REPAIR OF MEDIUM AND HEAVY-DUTY SFD TRUCKS W/

Agenda Wording

Approval requested for a 5-year contract for parts and service with Kenworth Sales Company for specialty repairs.

Summary (Background)

Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. The maximum annual expenditure with Kenworth Sales Company will not exceed $25,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 125,000
Current Year Cost	$ 25,000
Subsequent Year(s) Cost	$ 25,000 per year

Narrative

Purchases will be made on an as-needed basis to maintain and repair Spokane Fire's vehicle fleet.

Amount		**Budget Account**
Expense	$ 25,000	# VARIOUS
Select	$	#
Select	$	#
Select	$	#
	$	#
	$	#

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	REDING, RYAN	**PS EXEC REVIEW**	YATES, MAGGIE
Division Director	O'BERG, JULIE	**PURCHASING**	PRINCE, THEA
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Carl Webster cwebster@kwsco.com (signer)	David Stockdill dstockdill@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Thea Prince tprince@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet
Public Safety & Community Health Committee

Committee Date	August 12th, 2024
Submitting Department	Fire
Contact Name	AC Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	General repair of medium and heavy-duty SFD trucks
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fire Maintenance purchases repair and maintenance parts for all vehicles within the SFD fleet. Many manufacturer-specific/proprietary parts for heavy apparatus can only be purchased through authorized dealers. Fire Maintenance performs the majority of repair and maintenance services at the SFD maintenance facility. However, some specialty repairs (transmissions, emission control systems etc.) require dealer expertise. For maximum flexibility and minimal out of service time, SFD is requesting approval of a 5-year contract for Parts and Service, with both Gordon Truck Centers Inc./Freightliner Northwest and Kenworth Sales Company. The maximum annual expenditure with Gordon Truck Centers/Freightliner Northwest will be limited to $100,000 and the maximum annual expenditure with Kenworth will be limited to $25,000.

Fiscal Impact

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

Total Cost: $600,000

Current year cost: $125,000

Subsequent year(s) cost: $125,000(per year)

Narrative: Purchases will be made on an as-needed basis to maintain and repair SFD's vehicle fleet.

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

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? Funding will be sourced from Fire/EMS operating funds.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A – this request for approval is for equipment purchase.

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

N/A – this request for approval is for equipment purchase.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this request for approval is for equipment purchase.
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? Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*

City Clerk's No. _____

CITY OF SPOKANE
FIRE DEPARTMENT

PERSONAL SERVICE AGREEMENT

Title: **GENERAL REPAIR AND MAINTENANCE OF MEDIUM/HEAVY DUTY SPOKANE FIRE DEPARTMENT TRUCKS AND EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **KENWORTH SALES COMPANY**, whose address is 6420 East Broadway Avenue, Spokane, Washington 99212 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide General Repair and Maintenance of Medium and Heavy Duty Spokane Fire Department Trucks and Equipment, in accordance with RFP 6037-24, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on August 1, 2024, and shall run through July 31, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.
Total annual compensation for Company's services under this Agreement shall not exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00),** and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to 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 Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;
B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

12. ASSIGNMENT AND SUBCONTRACTING.
The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.
Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

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

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

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

17. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

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

KENWORTH SALES COMPANY	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company's Response to RFP

24-141

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.

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

EXHIBIT B

License Information:

Entity name: KENWORTH SALES COMPANY

Business name: KENWORTH SALES-SPOKANE

Entity type: Profit Corporation

UBI #: 603-238-845

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6420 E BROADWAY AVE
SPOKANE VALLEY WA 99212-1037

Mailing address: 2125 S CONSTITUTION BLVD
WEST VALLEY CITY UT 84119-1219

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Motor Vehicle Dealer	01180		View Plates	Active	Sep-30-2024	Apr-03-2013
Spokane General Business - Non-Resident				Active	Sep-30-2024	Mar-31-2021
Spokane Valley General Business				Active	Sep-30-2024	Nov-02-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
KENWORTH SALES COMPANY	

Registered Trade Names

Filter

Registered trade names	Status	First issued
KENWORTH SALES COMPANY - TRP OF	Active	Mar-27-2020

Registered trade names	Status	First issued
WENATCHEE		
KENWORTH SALES COMPANY - WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY PACLEASE	Active	Jan-09-2013
KENWORTH SALES-PASCO	Active	Jan-09-2013
KENWORTH SALES-SPOKANE	Active	Jan-09-2013
KWS LEASING	Active	Feb-27-2019
TRANSPORT FINANCE	Active	Jan-09-2013
TRANSPORT LEASING	Active	Jan-09-2013
TRANSPORT LEASING AND RENTAL	Active	Jan-09-2013
TRANSPORT RENTAL	Active	Jan-09-2013
TRP OF WENATCHEE	Active	Mar-27-2020
TRP WENATCHEE	Active	Mar-27-2020

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 7/24/2024 12:19:05 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

DocuSign Envelope ID: F2637D7B-FEC5-4C46-B0F9-4A273C9A8068

Client#: 2490 KENWORTSAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/01/2024

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

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

PRODUCER
Moreton & Company - Utah
P.O. Box 58139
Salt Lake City, UT 84158-0139
801 531-1234

CONTACT NAME: Moreton & Company
PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801 531-6117
E-MAIL ADDRESS: certificates@moreton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop. Casualty Co. of America	25674
INSURER B : Travelers Indemnity Co. of America	25666
INSURER C : Travelers Indemnity Company of CT	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kenworth Sales Company
Attn: Bob Sant
2125 S. Constitution Blvd.
Salt Lake City, UT 84119-1219

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			6302587R090	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	Garage GL						MED EXP (Any one person)	$5,000
B				AD2587R090	07/01/2023	07/01/2024	PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AD2587R090	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X GKLL						Per Schedule	$On File
A	X UMBRELLA LIAB X OCCUR			CUP8N31705A	07/01/2023	07/01/2024	EACH OCCURRENCE	$20,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$20,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7K68173A	07/01/2023	07/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Blkt Building			6302587R090	07/01/2023	07/01/2024	$169,484,544	
	Blkt BPP						$53,224,947	
	Special Form/RCV						$25,000 Ded	

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

City of Spokane, its officers and employees are additional insured as respects General Liability and Auto Liability, as required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Spokane
915 North Nelson
Spokane, WA 99202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Bid Response Summary

Bid Number	RFP 6037-24
Bid Title	General Repair and Maintenance of Medium and Heavy Duty Trucks and Equipment (Re-Bid)
Due Date	Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding - Evaluation in Progress
Company	Kenworth Sales
Submitted By	clozier@kwsco.com clozier@kwsco.com - Friday, December 15, 2023 9:58:48 AM [(UTC-08:00) Pacific Time (US & Canada)] clozier@kwsco.com
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 acknowledges and agrees with Paragraph 10.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

	5	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 in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Cover Letter with Proposal combined into one document per Section 9 "Proposal Content" instructions.	YES
	7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Cody Lozier, Clozier@kwsco.com 509-590-8930
	8	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.	Wayne Beal, Wbeal@kwsco.com 509-710-6671
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. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	2	Upload Request for Proposal Response (your Firm’s Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.	Cost Proposal.pdf

	3	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	4	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	5	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only on response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	
	LIST OF CERTIFICATIONS	Upload List of Certifications here	Certification list.pdf
	LINE CARD	Upload Line Card here	Vendor List.pdf
	6	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.	
	7	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

8	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.

Kenworth Sales

6420 E Broadway

Spokane, WA 99212

City of Spokane, Fleet service:

Kenworth Sales is a leading supplier in the Medium and Heavy-duty truck industry. We provide high quality parts and service with a track record proven to fulfill customer needs and expectations. We are pleased to submit our proposal as a potential supplier/service partner for bid 6037-24.

At Kenworth Sales Spokane, we offer technicians that have factory OEM training in all aspects of truck repair. These qualifications include but are not limited to Paccar, Cummins, Allison, Eaton, and Dana. We are a 7 day a week operation with hours spanning from 7:00 A.M. to 12:00 A.M. Monday through Friday, and 7:00 A.M. to 5:30 P.M. on Saturday and Sunday. We offer pick up and delivery Monday through Friday and have Mobile technicians available on an as needed basis.

With over 75 years of being in business we are confident we have the experience and the skill needed to fulfill the needs of the City of Spokane Fleet service Department. We appreciate the opportunity and the invitation to place our bid and look forward to better serving our city.

EXHIBIT A

COST PROPOSAL WORKSHEETS

428665 2018 KENWORTH T800 TRUCK, DUMP TANDEM AXLE 1NKDL70X1JR215476					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00 Per unit	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums—All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	362.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

EXHIBIT A-1

COST PROPOSAL WORKSHEETS

428905 2020 PETERBILT 520 TRUCK, LABRIE SIDE LOAD 3BPDLH0X1LF108184					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00 Per unit	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums—All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	362.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

EXHIBIT A-2

COST PROPOSAL WORKSHEETS

428517 2017 FREIGHTLINER MT45 TV VAN MT45 TV VAN					
Item	Service Description	Estimated Parts Cost	Labor Hours	Estimated Labors Costs	Line-Item Total
1	Pickup and Drop Off			25.00	
2	Change Engine Oil and Filter	450.00	2	350.00	800.00
3	Rotate and Inspect Tires				
4	Replace Brake Shoes and Drums—All Axles	1290.00	6.5	1137.50	2427.50
5	Perform Alignment on all axles		3.4	595.00	595.00
6	Change Automatic Transmission Fluid	160.00	1.5	262.50	422.50
7	Steer Axle Kingpin and Bushing Replacement	350.00	11.6	2030.00	2380.00
8	Attached PMA Form	100.00	1.5	262.50	262.50
9	CSA Check 22 Inspection		1.5	262.50	262.50

Certification list:

- Paccar Certified Warranty
- Cummins Certified Warranty
- Eaton Certified Warranty
- Bendix Certified Warranty
- Meritor Certified Warranty
- Dana Certified Warranty
- Allison Certified Warranty
- Wabco Certified Warranty

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- Bumpers
- Cargo Control
- Cold Weather Aids
- Cooling System
- Def Fluid
- Driveline Parts
- Electrical Parts
- Engine Parts (Cat, Cummins, Paccar)
- Exhaust Parts
- Filters
- Fender Products
- Front & Rear
- Chassis Parts
- Heater & Defroster Parts
- Hose & Fittings
- Jack & Lifting Equipment
- Lamp & Lighting Products
- Lubricants
- Mirrors
- Mud Flaps
- Oil Sampling
- PTOs
- Safety Equipment
- Seals
- Suspension
- Seats
- Tire Chains
- Transmission
- Truck & Trailer
- Wheel End
- Windshield Wipers

FOR ALL LEADING MAKES AND MODELS

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Council Meeting Date: 09/09/2024

Date Rec'd	7/31/2024
Clerk's File #	
Cross Ref #	
Project #	

Submitting Dept	FLEET SERVICES	**Bid #**	WA STATE
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	20550
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON BWILKERSON MCATHCART		
Agenda Item Name	5100 - PURCHASE OF 1 K8 HYBRID PATROL VEHICLE FOR SPD		

Agenda Wording

Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212)

Summary (Background)

Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212) Total cost including commissioning and sales tax is not to exceed $75,470.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 75,470.00
Current Year Cost	**$** 75,470.00
Subsequent Year(s) Cost	**$**

Narrative

Vehicle will be purchased using WA DES contract with Bud Clary Ford. Grant funds were awarded in November 2023.

Amount		**Budget Account**
Expense	**$** 75,470.00	**#** 1620-91818-94000-56404-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
	$	**#**
	$	**#**

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**ACCOUNTING -**	MURRAY, MICHELLE
Division Director	BOSTON, MATTHEW	**PURCHASING**	PRINCE, THEA
Accounting Manager	ORLOB, KIMBERLY		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
dhayes@spokanepolice.org	kschmitt@spokanecity.org

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	08-12-2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	5100 – Purchase of 1 K8 Hybrid Patrol Vehicle for SPD
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212) Total cost including commissioning and sales tax is not to exceed $75,470.

Fiscal Impact

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

Total Cost: $75,470

Current year cost: $75,470

Subsequent year(s) cost: $0

Narrative: Vehicle will be purchased using WA DES contract with Bud Clary Ford. Grant funds were awarded in November 2023.

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? No

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities? None Identified.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Lifecycle costs are collected by Fleet Services for future analysis and comparison.

• Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Management Policy.
Council Subcommittee Review • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

Paschal, Brandon

From: Giddings, Richard
Sent: Tuesday, July 30, 2024 1:20 PM
To: Paschal, Brandon; Prince, Thea
Subject: FW: Vehicle Quote - 2024-7-390 - SPOKANE, CITY OF - 23210

Here is the updated SPD JAG Grant Patrol Quote. Please attach this to the OnBase submission instead of the full cage I sent earlier.

RICK GIDDINGS | CITY OF SPOKANE | DIRECTOR, FLEET SERVICES DEPARTMENT
509.625.7706 office | 509.710-5500 cell | rgiddings@spokanecity.org | spokanecity.org

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From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, July 30, 2024 1:17 PM
To: Giddings, Richard <rgiddings@spokanecity.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2024-7-390 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2024-7-390 Create Purchase Request View organization purchase requests

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

Contract & Dealer Information

Contract #: 05916
Dealer: Bud Clary Ford (W403)
Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: rgiddings@spokanecity.org
Quote Notes: Corrected 1/2 Cage - Use this one
Vehicle Location: SPOKANE CITY

Color Options & Qty

Agate Black (UM) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-0521-0001	2025 Ford Police Interceptor, Pursuit-Rated SUV/Utility (AWD) (K8A/500A)	1	$45,766.00	$45,766.00

2025-0521-0002	INFORMATION ONLY: 25MY: Ford has advised that there will be a 50-unit ordering cap PER Fleet ID Number (FIN). If you desire additional PI Utilities, please contact dealer to request increased allocation. The alternative Hybrid (HEV) model will not be available for Job#1 production; Job#2 date is TBD. You may submit Hybrid orders, but dealership will hold them until Ford opens up Hybrid order bank (TBD). Please review Vehicle Standard Specifications, many NEW standard features have been added.	1	$0.00	$0.00
2025-0521-0003	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	$0.00	$0.00
2025-0521-0004	INFORMATION ONLY: Bud Clary Ford offers a $300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	$0.00	$0.00
2025-0521-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	$0.00	$0.00
2025-0521-0006	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	1	$0.00	$0.00
2025-0521-0010	2025 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	1	$0.00	$0.00
2025-0521-0012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B) -- Not available for Job #1 Production; Job #2 Date TBD.	1	$2,252.00	$2,252.00
2025-0521-0020	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Not compatible w/ Police Upgrade Package #65U) (63B)	1	$346.00	$346.00
2025-0521-0027	Noise Suppression Bonds (Ground Straps)(60R)	1	$102.00	$102.00
2025-0521-0033	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer and PAITRO Time. Also eliminates the blue liftgate release button functionality. (18D)	1	$0.00	$0.00
2025-0521-0034	Fleet Keyed Alike (Call dealer for available key codes) (KEY)	1	$51.00	$51.00
2025-0521-0039	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	1	$679.00	$679.00
2025-0521-0044	Underbody Deflector Plate (engine and transmission shield) (76D)	1	$346.00	$346.00

2025-0521-0199	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	1	$0.00	$0.00
2025-0521-0200	INFORMATION ONLY: #200-799 Dealer Installed Option: #200-249 Basic Dealer Options. #250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more. #800-899 Lighting packages and options installed by Day Wireless Longview.	1	$0.00	$0.00
2025-0521-0251	Setina - PB5 HD Fender Wraps, Aluminum (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	1	$594.00	$594.00
2025-0521-0258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	1	$703.00	$703.00
2025-0521-0266	Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (Factory seats) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Must also order 12VS rear partition) (May also order replacement or cover style prisoner seat) (DLR) (SET220/221/222)	1	$1,210.00	$1,210.00
2025-0521-0268	Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230)	1	$442.00	$442.00
2025-0521-0275	Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must also order Rear 12VS Partition) (Setina recommends also ordering the XL Partition Upgrade) (SET301)	1	$1,176.00	$1,176.00
2025-0521-0277	Setina - TPO Door Panels, Rear Doors (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET320)	1	$297.00	$297.00
2025-0521-0279	Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	1	$304.00	$304.00
2025-0521-0281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	1	$849.00	$849.00
2025-0521-0810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Carbide siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible non-Whelen lightbar options) (DW810)	1	$10,177.00	$10,177.00
2025-0521-0817	POLICE: (Exterior Lightbar) Installed equipment includes: 48 Whelen WECAN Liberty 2 DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and full rear amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW817)	1	$3,447.00	$3,447.00
2025-0521-0867	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (requires lighting package) (DWS-DOME-1) (DW867)	1	$97.00	$97.00
2025-0521-0895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	1	$537.00	$537.00

Quote Totals

Total Vehicles:	1
Sub Total:	$69,375.00
8.4 % Sales Tax:	$5,827.50
Quote Total:	$75,202.50

Council Briefing Paper
Public Safety & Community Health Committee

Committee Date	8/12/2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.com 509-625-7706
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	SPD Purchase of Used SIU Vehicles
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase up to 4 used undercover vehicles for SPD. Vehicle availability and trade in value will determine final number of units. Total cost for all units including tax is not to exceed $100,000. An SBO to fund the purchases was approved on July 8.

Fiscal Impact

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

Total Cost:$100,000

Current year cost: $100,000

Subsequent year(s) cost: 0

Narrative: Vehicles will appraised and evaluated by Fleet Services to ensure purchase cost and trade in values reflect fair market values.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? No

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities? None Identified.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Fleet will collect lifecycle cost information for comparison with other units.

• Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.
Council Subcommittee Review • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No Subcommittee in place for this topic.

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2024-ST-5414-Dedicated DUI Enforcement - Spokane Police Department

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

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding for traffic safety grant project 2024-ST-5414-Dedicated DUI Enforcement - Spokane Police Department.

2. PERIOD OF PERFORMANCE
The period of performance of this Contract shall commence upon the date of execution by both Parties or September 1, 2024, whichever is later, and remain in effect until June 30, 2025, unless terminated sooner, as provided herein. The Contract for this project will be for a one-year term. However, we intend to provide funding over a three-year period, contingent upon funding availability and sub-recipient performance. Funding will be allocated at 75% in the second year and 50% in the third year, with the final

Contract concluding on June 30, 2027.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC Program Manager immediately and discuss a potential amendment. All State regulations will apply.

3.1 SCOPE OF WORK
3.1.1 Problem ID and/or Opportunity

From 2019 to 2023, traffic fatalities in Washington State have increased 50% from 538 to 810. The 810 fatalities in 2023 represent a 30-year high in traffic deaths. On average, half of these fatal crashes (49%) involved an impaired driver. From 2019-2023, the number of impaired drivers involved in fatal crashes has increased 43% from 258 to 369.

From 2022-2023, the total number of fatal crashes in Washington State have increased 46%. In this same timeframe, Spokane County has seen a 61% increase in the number of impaired drivers involved in fatal crashes. 51% of all the fatal crashes in Spokane County involve an impaired driver. This is higher than the state average of 49%. Furthermore, Spokane County has a much higher-than average percentage of impaired drivers involved in pedestrian fatalities (24% vs. 15% statewide).

3.1.2 Project Purpose and Strategies

The purpose of this project is to address an increase in serious injury and fatal collisions related to alcohol and drug impairment. This project will accomplish this by providing funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

3.2 PROJECT GOALS

1) Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2025.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 32, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed $192,671.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7 All equipment purchased with this grant must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.8 Equipment is defined as any asset with a useful life greater than one year AND a unit cost of $5,000 or greater, and small and attractive assets.
Small and attractive assets are the following if they a unit cost of $300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of $1,000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4. PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: $192,671.00

APPLICABLE STATE TERMS AND CONDITIONS:

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

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

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

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

8. SUBCONTRACTING REQUIREMENTS
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable state and local law, including but not limited to procurement law, rules, and procedures.

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

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 10 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall be governed by the laws of the State of Washington.

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

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

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

14.3. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

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

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

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

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

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

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

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

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

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

20. LICENSING, ACCREDITATION, AND REGISTRATION

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

21. RECORDS MAINTENANCE

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

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

22. RIGHT OF INSPECTION

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

relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

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

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

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

24. SAVINGS

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

25. SEVERABILITY

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

26. SITE SECURITY

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

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

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

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

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

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

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

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WTSC for default under this provision.

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

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

34. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

_____
Signature

_____
Printed Name

_____

Title

_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____

Signature

_____

Printed Name

_____

Title

_____

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		$192,671.00	0%	$0.00	$192,671.00
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services		$0.00	0%	$0.00	$0.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$192,671.00		$0.00	$192,671.00

Officer activities: $173,938
This project will provide funding to support approximately 2080 hours of officer activities to conduct dedicated DUI enforcement.

Note: The WTSC agrees to fund 100% of the Dedicated DUI Officers officer activities for the first year of programming, September 1, 2024 - June 30, 2025.

In subsequent years the WTSC will reduce the funding amounts to cover,
75% of the Dedicated DUI officer activities for July 1, 2025 - June 30, 2026, and
50% of the Dedicated DUI officer activities July 1, 2026 - June 30, 2027

Anticipated overtime related to the mission of the grant: $18,733
Overtime funding for late arrests, DUI reports, support of LCB compliance checks, etc.

These funds may only be used to pay for the hourly cost and proportional amounts of fringe benefits of the commissioned staff pursuing the activities outlined in the scope of work. The funds may not be used for any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program

Manager prior to purchase.

Total Budget: $192,671

Note: The funding for this project comes through a proviso from the Washington State Legislature. Moreover, the allocation of grants in future years will hinge on the availability of funds and the performance of sub-recipients.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Conduct sustained DUI enforcement at least 5 days/nights per week to reduce impaired driving crashes by 10%, by June 30th, 2025.

Objective	Objective Details	Completion Date
Increase the number of DUI arrests by conducting dedicated DUI enforcement 5 days/nights per week.	Increased enforcement should result in an increase in DUI-related arrests during the grant period.	06/30/2025
Reduce serious and fatal injury crashes.	Increased enforcement should result in a decrease in the number of serious injury or fatal crashes during the grant period.	06/30/2025

Create and implement an enforcement plan using data to direct patrol efforts.		06/30/2025
Review and report individual officer activities, such as day/time of patrols, number of DUI arrests, etc., for grant funded officer.	This will be used to complete WTSC-required quarterly reports and annual final report. Monitoring and review of Officer activity will be conducted by a Sgt., Lt., or Capt. (WEMS, RMS). Long term digital activity logs will be used to capture data.	06/30/2025

Measure	Reporting Frequency	Type	Target
Percentage increase in DUI arrests	Quarterly	Process	10
Percentage reduction in serious injury/fatal crashes	Quarterly	Process	10
Report officer activities on a quarterly basis using long term activity logs in WEMS	Quarterly	Process	4
Number of hours of DUI patrols conducted per month	Quarterly	Process	80

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Acceptance of WTSC DUI Enforcement grant
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane Police Department applied for and was awarded a grant with WTSC-DUI in FY2024-FY2025. This is an effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full-time officer's salary, benefits and anticipated job-related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full-time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols. The grant also includes grant funding for PSA/Contract Services. Grant period of performance September 1st, 2024 through June 30th, 2025 for year 1 of the award. WTSC intends to provide 75% funding in year 2 and 50% funding in year 3 but future funds are contingent upon funding availability and will be submitted for approval during future periods.

Fiscal Impact

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

Total Cost: $192,671(Revenue)

Current year cost: $ N/A

Subsequent year(s) cost: N/A

Narrative: Funding used for one current SPD officer. No new or additional FTE's being added.

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? Yes – no new additional FTEs being requested.

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Grant funded FTE will be 12.5% funded by the general fund in 2025 and 37.5% in 2026.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

• Impaired driving crashes have major economic impact on our community as a whole. From 2014-2023, we had a total of 86 fatalities involving impaired drivers. Of those drivers, 63% were male and 87% were white, nearly 6% were native American, and nearly 5% were black. For both black and native American citizens, this is over 3 times the percentage of our community represented by these populations so these fatal impaired driving crashes disproportionally affect those 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? • Data will be collected via arrests for most of these demographic areas.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? • Data and deliverables will be provided to WTSC quarterly.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? • This aligns with the plan to make traffic safe in Spokane for all road users.