

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



AGENDA FOR 1:15 P.M. MONDAY, OCTOBER 7, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 PM October 7, 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

- . **Call to Order**
- . **Approval of Minutes from October 7, 2024**
- . **Monthly Report/Update**
 1. SFD MONTHLY REPORT - CHIEF O'BERG (10 minutes)
 2. SPD MONTHLY REPORT - CHIEF HALL (10 minutes)
 3. 0680 - PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
 4. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
 5. OPO MONTHLY REPORT - BART LOGUE (0 minutes)
 6. 0680 - UNIFORM OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
- . **Discussion Items**
 1. 0320 - RESOLUTION SUPPORTING CITY OF SPOKANE PROPOSITION 1 - PAUL DILLON (5 minutes)
 2. 0320 - SPOKANE COPS OPPORTUNITY FOR QUESTIONS AND DISCUSSION - JEFF JOHNSON (20 minutes)
 3. 0320- ORDINANCE EXPANDING SIT AND LIE PROHIBITION CITY WIDE - CANDI DAVIS (10 minutes)
 4. 0520 - MAYOR'S OFFICE - ESTABLISHING THE COMMUNITY SAFETY FUND - ADAM MCDANIEL & MAGGIE YATES (5 minutes)
 5. MOU FOR RESIDENTIAL LIGHTING PROGRAM USING ARPA FUNDS - MARLENE FEIST (5 minutes)
 6. 0410-SBO PUBLIC SAFETY PERSONNEL FUND USE - MATT BOSTON (10 minutes)
 7. 0320 – ESTABLISHING A HIGH UTILIZER PROGRAM IN MUNICIPAL COURT - SHAE BLACKWELL (10 minutes)
- . **Consent Items**
 1. 1970 ON-CALL MASTER AGREEMENTS FOR WILDLAND FUELS REDUCTION- PATRIOT LAND (FIRE)
 2. 1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION- MAJESTIC VIEW (FIRE)

3. 5900 FACILITIES DEPT WATER DEPT MAIN BLDG REH & RESTORE OWNERS REP COMMISSI (FACILITIES MANAGEMENT)
4. 1970 - BRUSH AND FUELS SERVICE AGREEMENT WITH DEPARTMENT OF ECOLOGY (FIRE)
5. 1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION - AMERICAN FIRE (FIRE)
6. 1970 - STARS VEHICLE PURCHASE APPROVAL (FIRE)
7. 0680 - APPROVAL OF VALUE BLANKET FOR POLICE DEPARTMENT AMMUNITION (POLICE)
8. 1970 ON-CALL MASTER AGREEMENTS FOR WILDLAND FUELS REDUCTION- AMERICAN FOREST (FIRE)
9. 5300 RUBICON GLOBAL, LLC 5-YR SOFTWARE MAINTENANCE AND SUPPORT (INFORMATION TECHNOLOGY)

. **Executive Session**

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

. **Adjournment**

. **Next Meeting**

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **1:15 PM. November 4, 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 m_lowmaster@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.

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Staffing Report

- Current Relief Pool = 17
- CARES job interviews began end of September >40 applicants





Overtime \$ Status

Uniform Overtime

2024 is 8% lower than the same time last year

Pay Period 20 - End of FLSA period

111.41% Annual OT budget expended (76.6% through budget year) **+34.7%**

OT HOURS **-22%** lower than this time last year

FLSA change is a factor

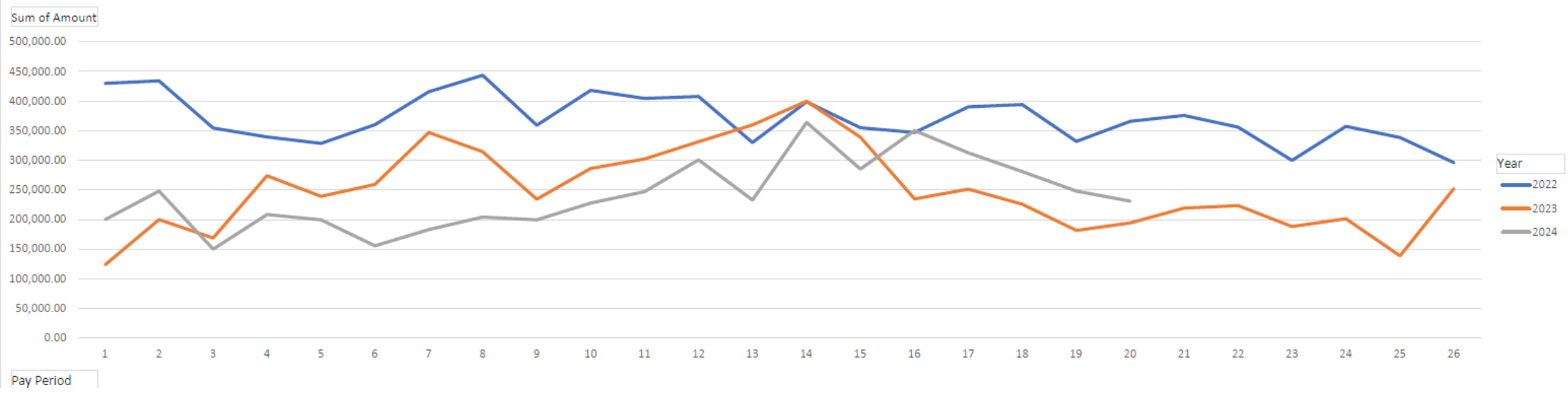
2024 saw a 14.3% increase in hourly rate (COLA and debit day removal)



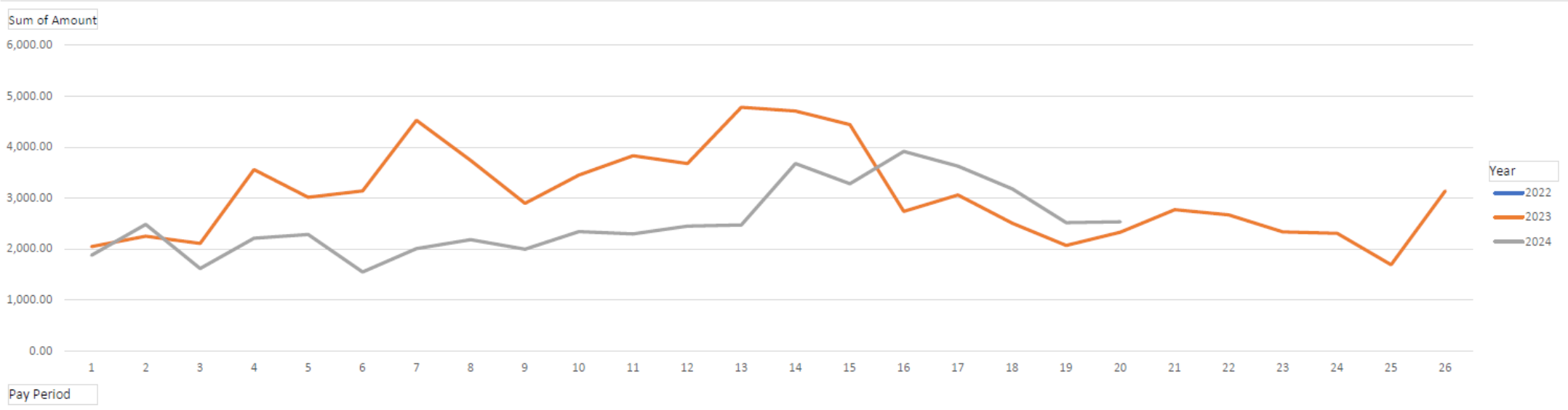
Overtime \$ Status



Year over Year - Dollars \$\$



Year over Year - Hours



September 2024 Response Metrics



RESPONSE METRICS

4,747

Incident Volume

↓ 337
from prev mth.

12,310

Response Volume

↓ 764
from prev mth.

RESPONSE PERFORMANCE

92.7%

1st Due Performance

↑ 3.1%
from prev mth.

121

1st Due Overgoals

↓ 58
from prev mth.

AREAS OF CONCERN

39

Structure Fires 11F, 11C, 11W, 11H

↑ 7
from prev mth.

44

Brush Fires 14L, 14M, 14H, 14E

↓ 1
from prev mth.

RESPONSE TIMES - ALL TIMES LISTED AS 90TH PERCENTILE

8m03s

Total Response

↓ 31s
from prev mth.

45s

Dispatch

↑ 0s
from prev mth.

2m03s

Turnout (Performance)

↑ 03s
from prev mth.

2m11s

Turnout (All)

↑ 01s
from prev mth.

5m41s

Travel

↓ 32s
from prev mth.

September 2024 Overdose Data



Patients Treated with Narcan

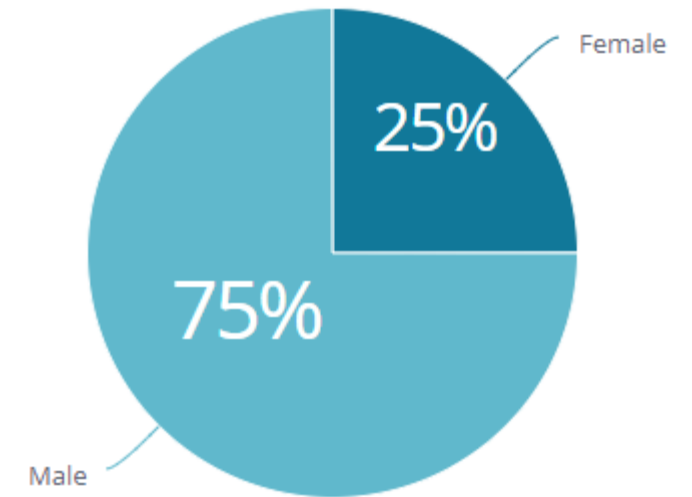
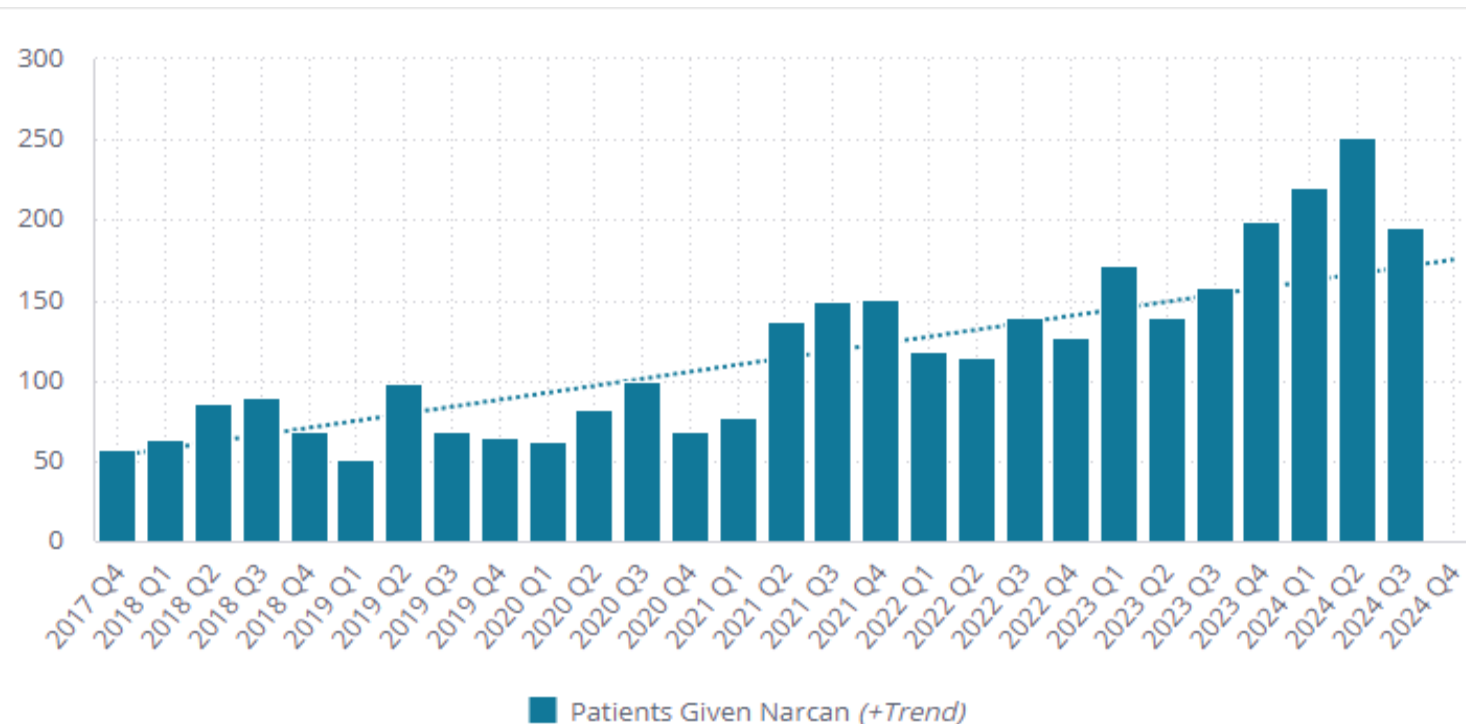
84

Average Patient Age In Years

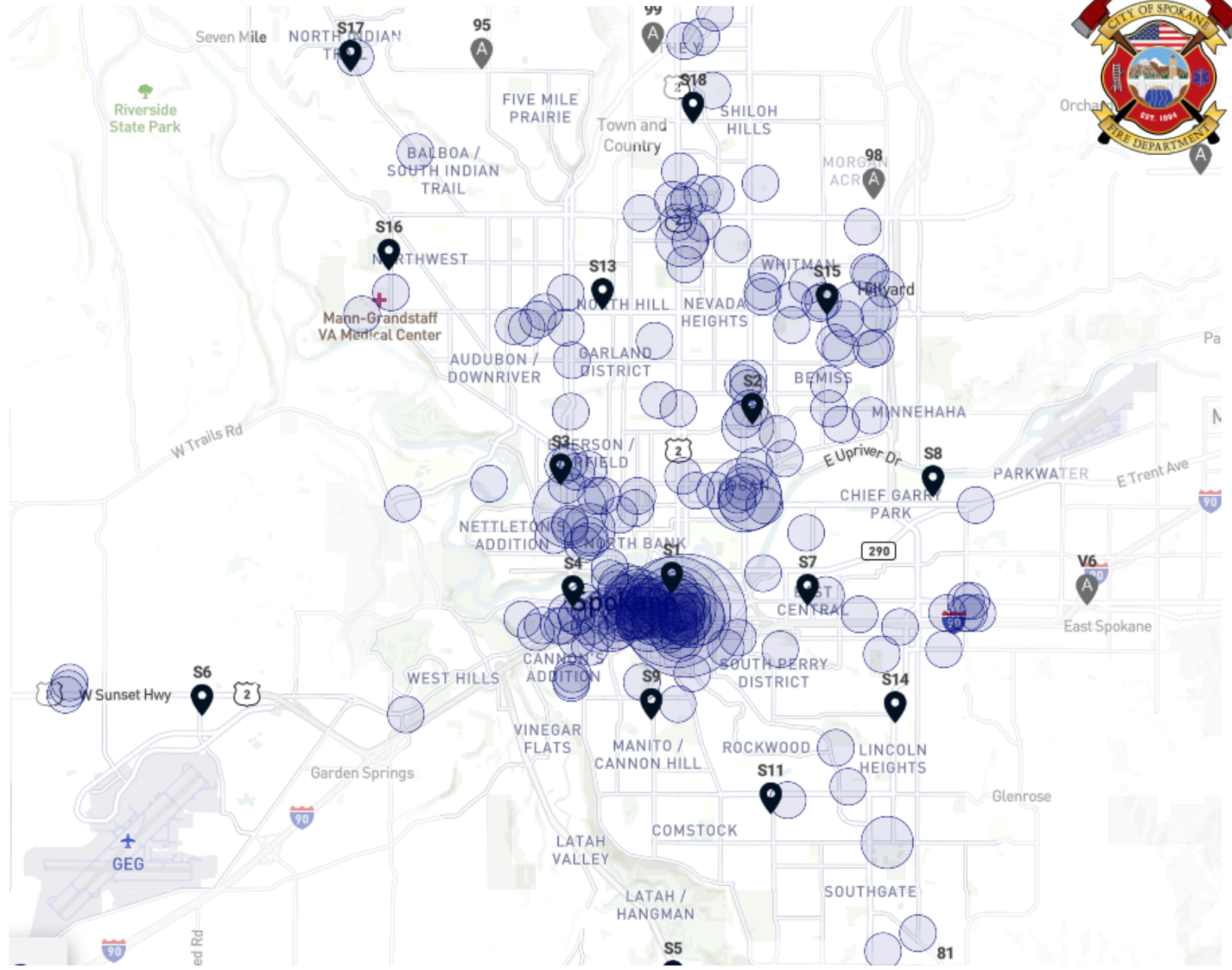
39.10

Patients Transported to the ED

45



September 2024 Overdose Heat Map



Ongoing Initiatives

- ***CARES Social Worker Interview Began***
- ***Logistics***
 - ***Station 1 HVAC Project (ARPA) – progressing through the contracting process***
 - ***2024 STARS Car50 procurement (ARPA) - 2024 Diesel Tahoe was procured***
 - ***5 new staff vehicles placed in service early October***
 - ***2 Battalion Chief Pickups (diesel)***
 - ***3 Chief Staff Tahoe's (diesel)***
 - ***2 heavy apparatus engine rebuilds completed on reserve trucks. Completing in house, saved thousands per apparatus.***





SFD Kudos

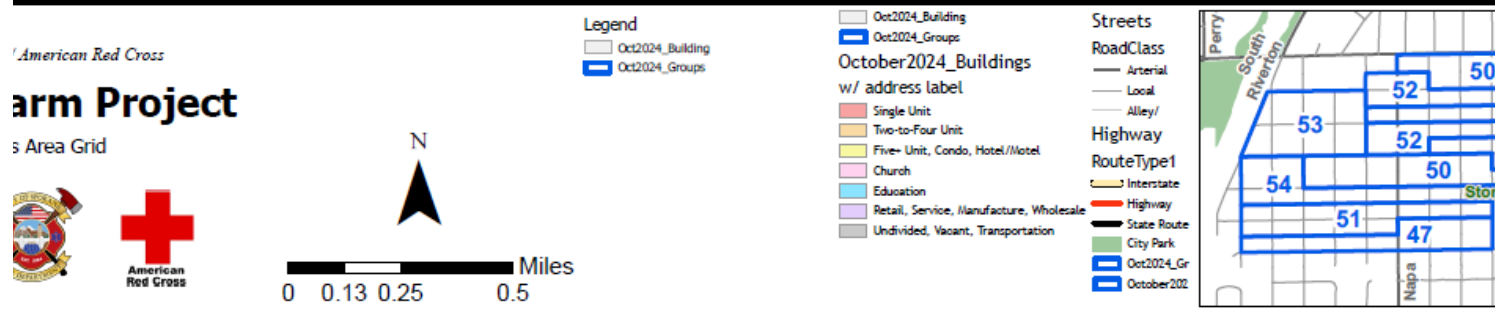
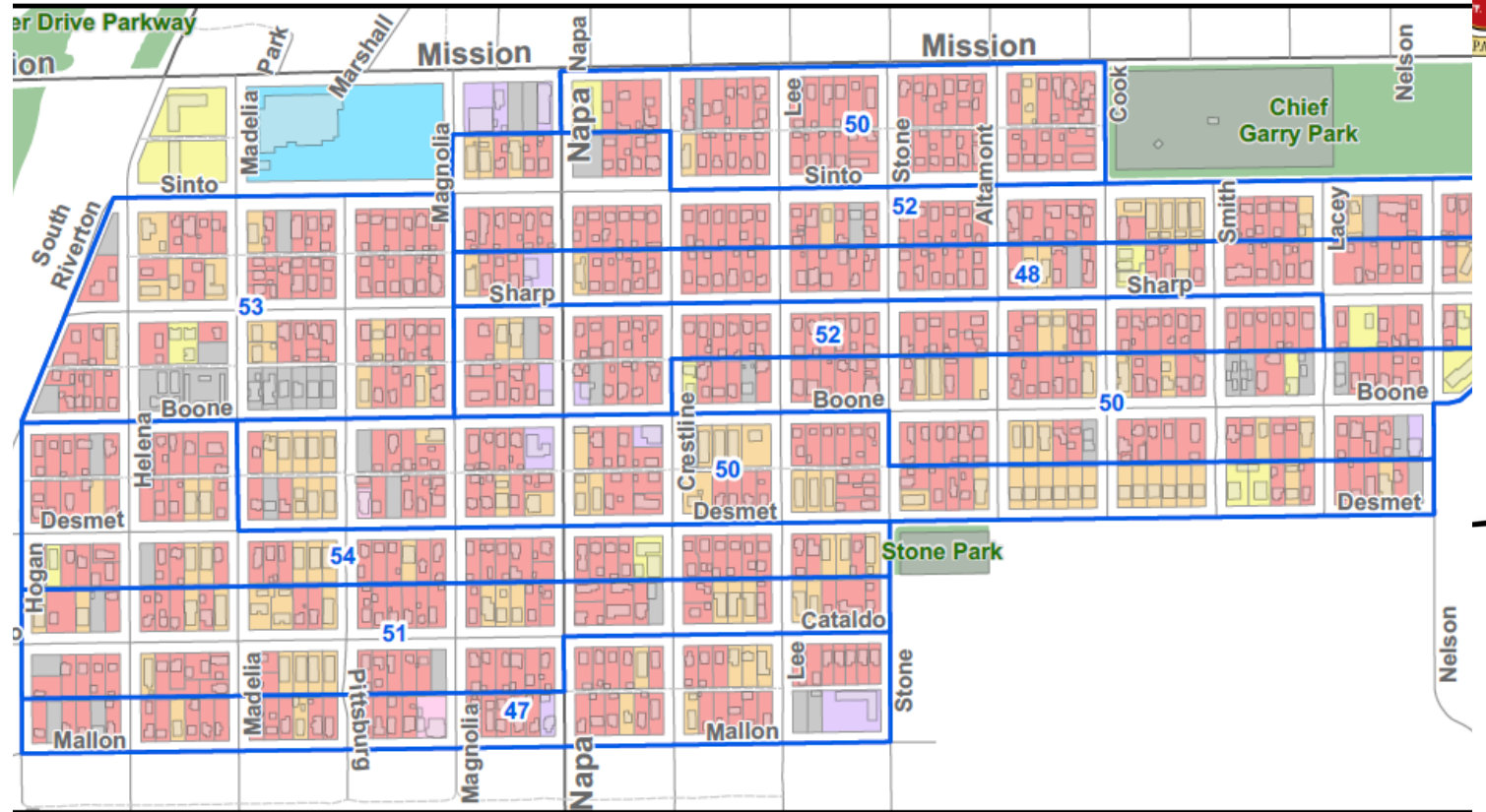
Smoke Install Blitz - 2024

Chief Garry Park

Partner with American Red Cross

Groups of 2 led by SFD personnel

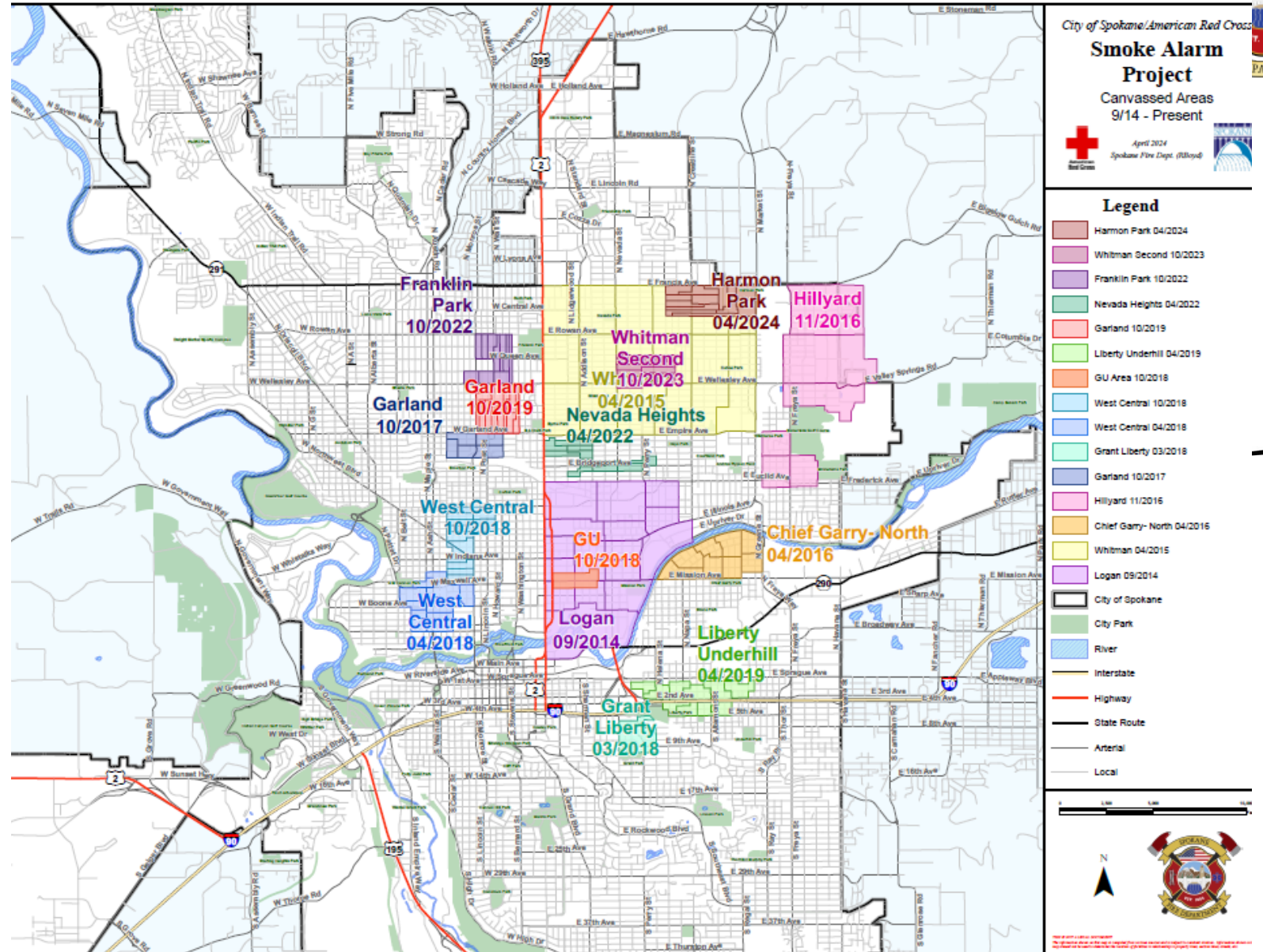
300+ residences





SFD Kudos

SFD Smoke Alarm Project
10 years (minus 2 Covid years)
Started in 2014 in Logan
Generally, 2/year (spring & fall)
Supported by volunteers



Public Safety and Community Health Committee

Julie O'Berg, Fire Chief



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Information Only**Date Rec'd**

9/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Spokane Police Department Photo Red Monthly update

Summary (Background)

Spokane Police Department Photo Red Monthly update for the month of 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

\$

#

\$

#

\$

#

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	David Kaurin 509-835-4565
Contact Email	dkaurin@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed

Background/History: Report for Public Safety meeting August 7th, 2024.

Statistic for Photo Red for the time frame of August 1st, 2024 to August 31st, 2024.

There were 2005 violations on the photo red system from August 1st, 2024 to August 31st, 2024. During the same time frame in 2023 there were 2352 violations, which is a decrease of 347 violations. West bound 2nd and Thor and northbound Freya and 3rd were down for construction which wrote zero tickets which account for the decrease.

Statistic for Photo Speed for the time frame of August 1st, 2024 to August 31st, 2024.

There were 0 violations on the photo speed system from August 1st, 2024 to August 31st, 2024. During the same time frame in 2024 there were 0 violations. School was not in session during this time.

Executive Summary: Photo RED

August 1st, 2024 to August 31st, 2024

- Browne and Sprague was the 1st highest with 363
- Division and Sprague was the 2nd highest with 302 violations.
- Division and Francis was the 3rd highest with 245 violations.
- Thor and second was the 4th highest with 231 violations.

Executive Summary: Photo SPEED

August 1st, 2024 to August 31st, 2024

*Current revenue of the system.

Type of Revenue	2024 Initial/Adopted Budget	Budget/12 months or budget per month	8 months of budget	Actual through August 2024	variance to actual surplus/(shortfall)
Photo Red Fines	1,820,000	151,667	1,213,336	1,295,310	81,974
School Zone Fines	5,030,000	419,167	3,353,336	2,323,668	(1,029,668)

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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:** 10/07/2024**Committee Agenda type:** Information Only**Date Rec'd**

9/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**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

Spokane Police Department's Strategic Initiatives Monthly Update

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly Update for October 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 \$ #

\$ #

\$ #



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives
October 2024 Report



Public Safety and Community Health Committee Briefing
October 2024



Excerpts of Commendations
(Personal Identifying Information has been removed)

I was assaulted (randomly punched in the face) on the sidewalk behind The Grand on Washington and Main in Spokane, WA, at 9:43 AM while attending a teachers' conference on August 6, 2024. I immediately called 911 and reported the assault. By the time I walked around to the front of the hotel, I met with two Spokane police officers who took my statement as the SPD already had a suspect in custody. This was my first time calling 911 and had never experienced anything like this before. I was impressed how quickly the SPD responded and acted. I was also impressed how kind, patient, and thorough **Officer Kaylee Kelley #1582** was in taking my information and the focus on detail - exact happenings - of the incident. I also appreciated **Officer Lee Barker's #1380** calm demeanor and empathy regarding the situation. Both officers were exceptionally professional, supportive and respectful. I want to be clear how impressed I was with the SPD and these two officers specifically. The immediate response and professional handling of the situation is commendable and deserves recognition. I thank you for your exceptional service and the work you do every day. I know it's not the most desirable and rewarding work but critical to our safety and well-being.

Dear Chief Hall, Welcome to Spokane! I wanted to take this opportunity to bring your attention to what I consider an outstanding performance of duty from one of your young officers. On Tuesday I received a call from a friend of mine, telling me he had found his neighbor with a gunshot wound and the police were at the neighbor's house. He sounded very upset, so I came by to make sure he was alright. After I arrived, the scene was being secured by several members of the police department. I noted to myself the professional manner, in which they all performed their duties. During the process, **Officer Spencer Clouse** conducted an interview with my friend. I believe Officer Clouse sensed how upset my friend was and treated him with both respect and empathy, to a level that seemed exemplary, in my opinion. While collecting the relevant facts, Officer Clouse also provided appropriate updates and communication throughout the process, including sharing his business card so that if my friend had further questions or could add additional information, he would have a person with whom to communicate. I thought you should know this. The police have a difficult job, to say the least. Please know that most people recognize this. In this instance, I felt this warranted special recognition. I was impressed. Good luck in your new position.

Dear **Sergeant [Isamu] Yamada**, On behalf of the State of Washington Department of Corrections (DOC), we would like to express appreciation for your outstanding communication and collaboration with the DOC staff located at the C.O.P.S. Southwest office in addition to other Department locations. Your efforts have facilitated a safer community and strengthened the bridge between departments. In your role, you have modeled kindness, positivity, and compassion that is contagious and impacts not just staff but also the supervised individuals, encouraging those individuals to make pro-social changes in their lives. Your unwavering dedication to serving and protecting the community is admirable. We salute your commitment and thank you for your service.

Officer [Will] Mitchell of the SPD is an outstanding individual. He helped me the other night. I was speeding. He gave me mercy. He was very kind and I would love to give him a compliment.



Internal Affairs Unit Update

January 1 through August 31, 2024, Commendations and Complaints

Commendations Received: **Total: 129**

Complaints Received: **Total: 68 (56 from community)**

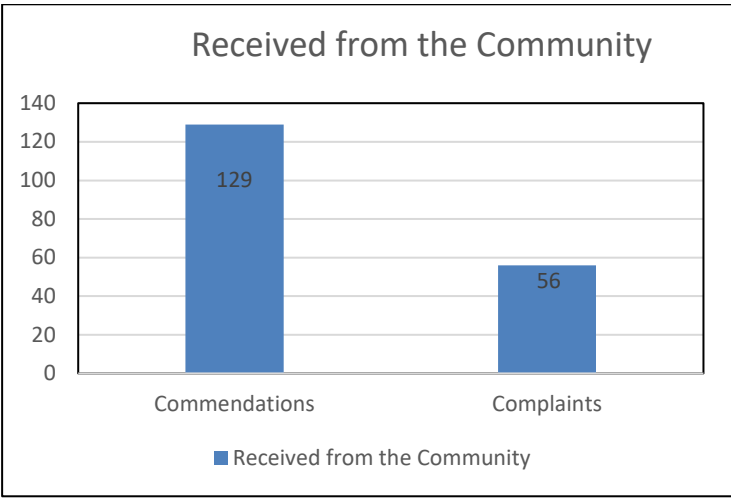
Closed Complaints: 22 (As of August 31, 2024)

Source of Complaints—January 1 through August 31, 2024

Received by the Office of Police Ombudsman	Total: 36
Received by the Spokane Police Department	Total: 32
Internally Generated by the SPD	Total: 12
Generated by the Community	Total: 56

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 three 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 chart below shows commendations versus complaints from the community through August 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

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

- **Incident 2024-20019659 (Pending Prosecutor Review):** Incident 2024-20019659 took place on January 31, 2024, near Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Prosecutor Review):** Incident 2024-20027307 took place on February 12, 2024, near Howard and Riverside. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Administrative Panel Review):** Incident 2023-20088146 took place on May 10, 2023, near 5th and Browne. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs conducted an administrative investigation. The investigation is being reviewed by the Administrative Review Panel, prior to Chief's review.
- **Incident 2023-20238146 (Pending Prosecutor Review):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.

2022

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

- **Incident 2022-20012711 (Closed)**
- **Incident 2022-20134271 (Pending Administrative Review Panel):** 2022-20134271 took place on August 3, 2022, near 2nd and Sheridan. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. Internal Affairs conducted an administrative investigation. The investigation is being reviewed by the Administrative Review Panel, prior to Chief's review.
- **Incident 2022-20156670 (Pending Administrative Investigation):** 2022-20156670 took place on September 4, 2022, in the 2900 block of E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified.
- **Incident 2022-20184192 (Pending Prosecutor Review):** 2022-20184192 took place on October 16, 2022, near 100 S Cedar. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2022-20214924 (Closed)**



Sector Updates

Adam Sector (Northwest)

Recent News: Suspect in custody after violent assault in West Spokane sends one to the hospital

On August 15, 2024, at 11:30pm Spokane Police responded to the area of 800 W Garland on a report of an assault. Officers located a male victim on the ground, surrounded by several concerned community members. The victim was not conscious and struggling to breathe. The victim had sustained a severe head injury and was immediately transported to a local hospital for treatment.

As the investigation unfolded, officers learned the victim had been escorted out of a local business just prior to the assault. The suspect was not on scene when patrol officers arrived. Detectives with SPD's Major Crimes Unit (MCU) were able to identify the suspect and the Violent Crimes Task Force (VCTF) began searching for him. VCTF located the suspect and took him into custody. Johnnie W. Witherspoon (48) was arrested and booked into the Spokane County Jail for 1st Degree Assault. Witherspoon has extensive criminal history with prior felony convictions for 1st Degree Burglary and Possession of a Controlled Substance.

Drive by shooting suspect taken into custody

On August 26, 2024, at just after midnight SPD responded to the area of 100 West Sinto on a report of a shooting. Upon arriving, officers were advised that an unknown male pointed a handgun at several people in a parking lot before firing a shot into the front grill of an occupied vehicle. The suspect along with several other subjects then drove away. A shell casing was located near the front of the vehicle that was struck by the gunfire. The shooting took place after an argument inside a local business. The suspect, who was not part of the initial altercation, arrived at the location shortly after. Officers were provided with cell phone video of part of the incident and with that, were able to identify the involved suspects to include the male who discharged the firearm.

Detectives with SPD's Major Crimes Unit (MCU), Violent Crimes Task Force (VCTF) and the Special Investigations Unit (SIU) identified an address in the 1100 block of West Augusta that was associated with the suspects. After applying for and being granted a search warrant, MCU and VCTF surrounded the location and detained several subjects. The primary suspect in the shooting was taken into custody without incident. During the course of the follow up investigation at the Augusta address, detectives located several firearms, ammunition and shell casings. Joshua D. Cruz (35) was arrested and booked into the Spokane County Jail for Drive by Shooting, 1st Degree Assault and 2nd Degree Malicious Mischief.



Baker Sector (Northeast)

Nuisance Properties

Baker Sector is working on 15 properties in various stages of abatement/cleanup.

Recent News: Female suspect in custody after North Spokane stabbing injures two, swift response by officers prevents injuries to 3rd victim

On September 6th, 2024, at 11:44am SPD responded to the area of 2000 N Division on a report of a stabbing. 911 was advised the suspect in the incident was a female. As officers were arriving in the area, a Patrol Sergeant observed a female actively assaulting people with a knife. While in the presence of the officer, the suspect had stabbed a male and was attempting to stab another subject on the ground when she was detained. The quick response of officers prevented the victim on the ground from being injured.

Shortly after making contact with the suspect, officers located another subject who had been stabbed by the same female. Medical aid was provided to the injured until additional resources arrived at the location. Two victims were transported to local hospitals with non-life-threatening injuries. Trischa R. Maravilla (31) was arrested and booked into the Spokane County Jail for 3 counts of 1st Degree Assault. Maravilla was released from the Spokane County Jail approximately an hour before the stabbings took place.

Charlie Sector (South)

Recent News: Sex Offender in custody for South hill incident involving a minor, additional charges also filed for related incidents days prior

On August 16th, 2024, at 9:42am, SPD responded to the area of Rockwood Boulevard and Helena after 911 was advised a suspect in a sex crime complaint from the previous day was observed in the area. Officers arrived and detained a male. SPD was already in the process of trying to locate this person stemming from multiple complaints in the area of lewd conduct/indecent exposure over the past few days. Upon locating the suspect male, officers were contacted by a minor and parent regarding an incident that had just occurred. Officers were advised that the male currently being detained had been following a minor for several blocks.

The suspect was pushing a scooter while following the victim. As the victim arrived close to home, the suspect called out to the victim as he was fondling himself. The victim advised officers the suspect had a hand inside his pants while following her. At the conclusion of the investigation, officers took the male into custody and booked him into the Spokane County Jail for Communication with a Minor for Immoral Purposes. Gray was also booked on two additional counts of Indecent Exposure for an incident that occurred several days before. The prior complaints had similarities as the suspect was pushing/riding a scooter before and after the reported incidents. Gray is listed a registered sex offender out of Montana with previous convictions for Indecent Exposure.

Multiple SPD Officers injured making arrests - stressing patrol resources

Five SPD Officers responding to two different calls on Saturday, 08/17/24, suffered minor injuries while arresting uncooperative suspects. In the first incident, at around 12:45pm, police responded to a disorderly person at a park in the 3100 block of E. 27th Ave in the Lincoln Heights area during a community event. A female was yelling profanities at little children while they were trying to play on the playground. When officers arrived, the female continued yelling profanities and ignored encouragement from officers to refrain from cursing at the park. The decision was made to detain the female for disorderly conduct. During the detention she resisted and fought multiple officers, kicking one in the head and scratching him. The female also spit in the face of another officer. It took multiple officers and the WRAP restraint device to successfully arrest the suspect. The officer who was kicked was examined at an area hospital for a possible head injury and was cleared to return to work. Patricia A. Schauman (33) was booked into the Spokane County Jail for Disorderly Conduct, Resisting Arrest, and 2 counts of 3rd Degree Assault. She remains in jail as of this writing on a \$3,500 bond.



In the second incident in which officers were injured, police responded to a possible DV in progress near Liberty Park in the 500 block of S. Pittsburg around 1:30pm. They arrived and developed probable cause to arrest a female for 4th Degree Assault DV after learning she hit a male, threw rocks at him, and put him in a choke hold. As officers were detaining the female, she fought and bit one officer on the arm and kicked another. A third officer injured his back during the altercation with the female. Again, it took multiple officers and the WRAP restraint device to successfully take the suspect into custody. While in the back of a patrol car, the suspect continued to thrash around, slamming her head on a partition in the vehicle and kicking a back seat door. The officer with the back injury was out for the rest of his shift. Nika F. Labeaf (19) was arrested and booked into the Spokane County Jail for 3 counts of 3rd Degree Assault, Resisting Arrest, and 1 count of 4th Degree Assault DV.



David Sector (Downtown)

Downtown Coffee with a Cop at McDonald's on Third.

Chief Hall, City Council members, Downtown Precinct staff, and McDonald's staff enjoyed meeting community members at the Coffee with a Cop event on August 30, 2024.



Chief Hall's Swearing In Ceremony

SPD is proud to welcome Chief Kevin Hall to Spokane! The Swearing In Ceremony took place on August 26, 2024, at the Tribal Gathering Place. Chief Hall comes to Spokane from Tucson, Arizona where he served with the Tucson Police Department for more than 30 years. Chief Hall held several leadership roles within the department and served as Assistant Chief of Police since 2016. "As I step into this role, I am deeply honored to serve the Spokane community as the new police chief. I am committed to building trust, ensuring safety, and working hand in hand with our esteemed officers and every resident to make our city a better place for all," Chief Hall said.



Crime Prevention Education – Criminal Intelligence Unit

The FBI reported that Americans lost \$5.6 billion in 2023 in cryptocurrency fraud scams.

<https://apnews.com/article/cryptocurrency-fraud-fbi-report-29b412330ccebce946dec895f5060fd7>

Spokane residents have also fallen victim to scams. Detective Tim Schwering with the Criminal Intelligence Unit has created a community presentation about online scams, particularly scams involving cryptocurrency, based on what he's seen investigating fraud cases. The presentation includes information on how scammers target and manipulate victims and how to prevent being scammed, as well as what to do if you are a victim.

As of September 20, 2024, 58 presentations have been held at various neighborhood councils, service agencies, business associations, senior living residences, and community groups.

Detective Schwering tailored the presentation for the Latine community, working with Mujeres in Action. The presentation is available in Spanish. Thrive International also worked with Det. Schwering to have the presentation available in Ukrainian, Russian, Pashto, Dari/Farsi, and Arabic.

DEPARTAMENTO DE POLICÍA DE SPOKANE



INTEGRIDAD ~ PROFESIONALISMO ~ COMPASIÓN

ВІДДІЛ ПОЛІЦІЇ СПОКАНУ

ЧЕСНІСТЬ ~ ПРОФЕСІОНАЛІЗМ ~ СПІВЧУТТЯ



If you are interested in having Detective Schwering meet with your group, please contact him at tschwering@spokanepolice.org.

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



Investigations Update – Illicit Massage Businesses

SPD's Criminal Intelligence Unit and Civil Enforcement Unit are working together to shut down Illicit Massage Businesses (IMBs) in the City of Spokane. Illicit Massage Businesses are associated with human trafficking. According to Detective Tim Schwering of the Criminal Intelligence Unit, "It is critical to make a distinction between legitimate, registered businesses and fronts for labor and sex exploitation. The vast majority of massage businesses fall into the former category. These are licensed therapeutic and relaxation massage establishments – legitimate, reputable businesses. They operate legally and provide relaxation and therapeutic non-sexual massage services to clientele in communities of all sizes. The perpetrators driving the illicit massage industry are large-scale, well-organized criminal networks more akin to the mafia, operating 'massage' business operations as fronts for providing sexual services.

"With regard to exploitation of recruited victim workers, as with other forms of human trafficking, traffickers exploit vulnerabilities unique to foreign national victims and survivors, including language and cultural barriers. In particular, traffickers utilize the following means of coercion and control over workers in IMBs that prevent them from self-identifying or reaching out for help: Fear and shame— a worry instilled by perpetrators that victims have committed criminal acts and will be arrested or deported. Debt bondage – an accrued debt that cannot reasonably be paid back and/or existing debt that is exploited. Lack of knowledge – a gap in understanding of U.S. cultural and legal norms, such as legal rights for workers. Controlled movement and isolation – limitation of a victim's travel outside of the business and the trafficker's confiscation of a victim's passports/immigration papers, as well as isolation exacerbated by language barriers."

Together, the Criminal Intelligence Unit and Civil Enforcement Unit have been successful in shutting down quite a few IMBs in Spokane. They are still working on active cases involving IMBs that will result in either criminal charges or civil abatement.

Spokane Bike Swap Grant

Spokane Bike Swap awarded the Spokane Police Foundation with a grant to provide access to bicycles for youth through Spokane Police Department. Officers were able to identify vulnerable youth who had never had the pleasure of having a bike, and youth who had had their bikes stolen. We spent the funds buying new bikes for these kids, and it was a rewarding experience for all. Thank you, Spokane Bike Swap!





Shop with a Cop with Police Activities League participants

The Spokane Police Department was able to take 9 children back to school shopping, thanks to a grant from the North Spokane Walmart that was provided to us for this purpose. The children who were taken shopping were participants in the summer Police Activities League program and exemplified the core values of the program (honesty, integrity, leadership, sportsmanship and respect).





Shop with a Cop with Salvation Army

Spokane Police volunteers and staff joined Spokane County Sheriff’s Office, Spokane Valley Police, and Liberty Lake Police to shop with 54 children who are in Salvation Army’s foster care programs. It was a very special experience as many of the children had had traumatic experiences with law enforcement when removed from their parents. Each child had \$150.00 to spend at Old Navy and walked away with new clothes and shoes for school.



“Serving our community with Integrity, Professionalism, and Compassion”



2024/08

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

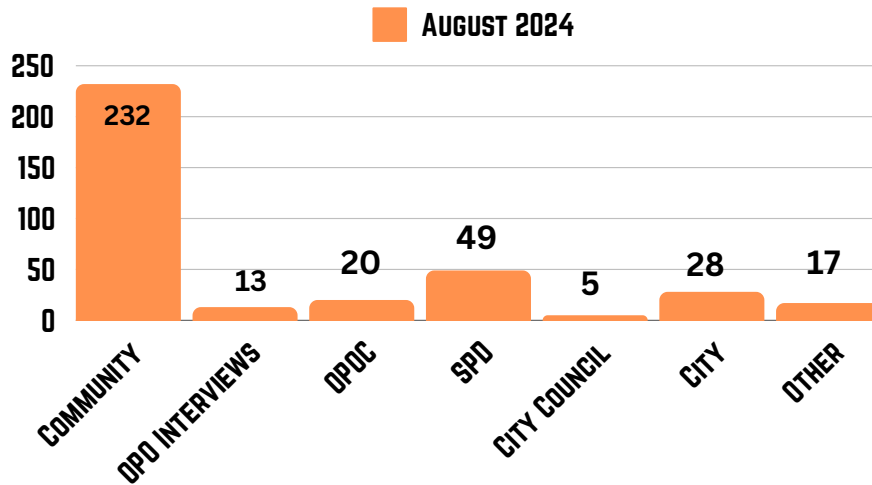
Current	YTD	Contacts, Complaints, and Referrals
364	1691	Community contacts
13	107	OPO interviews
2	7	Letters of officer appreciation / commendation
4	37	OPO generated complaints
4	43	Referrals to other agencies / departments
0	0	Cases offered to SPD for mediation
0	0	Mediation completed

Current	YTD	IA Investigation Oversight
5	51	Cases certified
0	0	Cases returned for further investigation
0	1	Cases declined to certify
0	0	Web cases reviewed
9	70	Oversight of IA interviews

Current	YTD	Other Oversight Activities
0	130	Special cases reviewed*
0	13	SPD review boards
49	356	Meetings with SPD
7	68	Oversight meetings
25	74	Community meetings
7	38	Training
0	5	Critical incidents

*Use of Force, K9, Collisions, and Pursuits

CONTACTS



364

Total Contacts

Community meetings

- National Night Out parties
- Unity in the Community
- OPOC Meeting
- Chief Hall swearing in

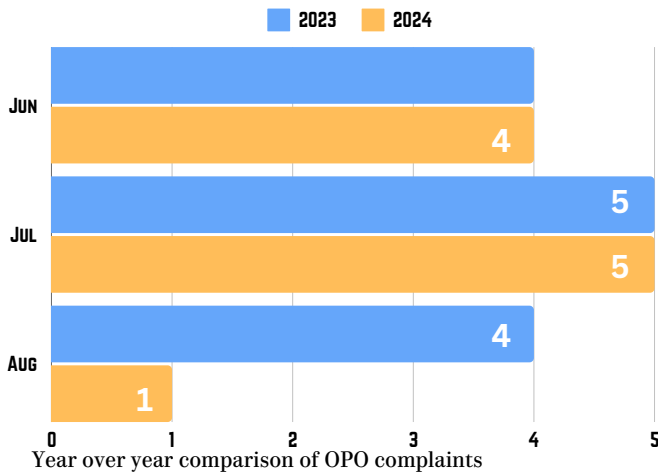
OPOC community meetings

- OPOC Meeting
- Spokane Alliance
- NAACP monthly meeting
- Neighborhood Council

Oversight / Outreach

- NACOLE Executive Board / Committee meetings (4)
- WSCJTC Commission special meeting
- WSCJTC de-certification panel hearings (2)

COMPLAINTS



Types of allegations made

Summary of complaints

OPO 24-40	A community member is concerned that their reports for assistance regarding harassment and stalking have not been adequately responded to.
OPO 24-41	A community member was frustrated that officers seemed to not take their concerns about an alleged potential kidnapping seriously.
OPO 24-42	A community member stated that an officer used excessive force on them during an arrest that led to the officers having to take them to the hospital.
OPO 24-43	A community member was frustrated that an officer approached them and asked what they were doing. They felt like they were being harassed by the officer.

REFERRALS

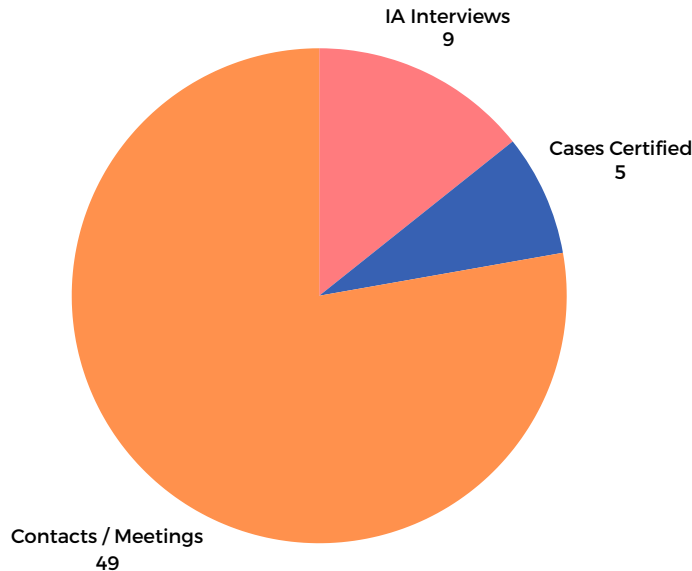
Type of Referral	#
Internal	3
External	1



Summary of referrals

IR 24-40	A community member wanted to speak with the officer who gave them a ticket. SPD/IA
IR 24-41	A community member wanted to know the best way to report public drug use. SPD/IA
IR 24-42	A business owner was frustrated that the SPD did not contact them when a traffic accident involved their building. SPD/IA
ER 24-43	A community member was frustrated that after calling 911 and crime check for their child being in a vehicle accident with an intoxicated person there were no officers dispatched to the scene; SREC

OVERSIGHT ACTIVITIES



Other Activities

- Public Health and Safety Meeting
- Mayors Quarterly Meeting

Training

- Labor and Law Arbitration Conference
- Daigle Law Group Technology Summit
- Training meeting at VRL (2)
- SPD supervisor's training
- WSBA CLE: Cultivating a thriving profession: Insights from our membership demographic study
- PRA University - Legal update

Upcoming

- Office of the Independent Police Monitor peer review
- OPO Ordinance / Budget / Office Space requests
- NACOLE Annual Conference
- USOA Annual Conference
- IACP Annual Conference

OPOC Meetings - In person: Every 3rd Tuesday @ 5:30pm in City Hall | Virtual: available
For more information visit: <https://my.spokanecity.org/opoc>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Information Only**Date Rec'd**

9/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

KEVIN SCHMITT 6387

Requisition #**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

Monthly Police & Fire Overtime Report

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended September 14th, 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 \$ #

\$ #

\$ #

Uniform OT thru period ended September 14th

Fund	2024 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,663,728	5,578,959	4,755,039	823,921
Public Safety & Judicial Grants	412,985	300,640	97,676	202,965
Public Safety Personnel Fund	14,000	10,192	68,412	(58,220)
Police TOTAL	8,090,713	5,889,791	4,921,126	968,665
Fire/EMS	4,100,000	2,984,674	4,334,088	(1,349,414)
Public Safety Personnel Fund	123,600	89,977	170,244	(80,267)
Fire TOTAL	4,223,600	3,074,651	4,504,333	(1,429,681)

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7th, 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	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Monthly Police & Fire Overtime Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Actual overtime costs incurred through the period ended September 14th, 2024.</p> <p>Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
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?

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	Dillon, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Supporting City of Spokane Proposition 1
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>A resolution stating the Spokane City Council’s support for the City of Spokane Proposition 1, entitled “Community Safety Sales Tax” that will be sent to the voters on the November 5 ballot. If approved, this proposition would allow a 1/10th of 1% Community Safety Sales Tax to fund new investments for Spokane Fire, Spokane Police, Municipal Court and the Office of Police Ombuds.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
Fiscal Impact	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p>	
<p>Narrative: <u>This Resolution of support does not have a fiscal impact. It does support a proposition, that if approved by the voters, would result in revenue for the City.</u></p>	
<p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p>	
<p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>N/A – The resolution of support does not have an impact to historically excluded communities.</p>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – No data will be collected as this is a resolution of support.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
No data will be collected as a result of the resolution of support.
- 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 public safety sales tax is necessary to fund essential public safety services to the residents of the City of Spokane.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
This resolution was not submitted to a council subcommittee for review. It is a council action supporting a ballot measure.

RESOLUTION NO. 2024-0095

A Resolution stating the Spokane City Council's support for City of Spokane Proposition 1 entitled, "COMMUNITY SAFETY SALES TAX," submitted by the Spokane City Council for the November 5, 2024 General Election

WHEREAS, on July 22, 2024, the Spokane City Council voted to place a measure on the November 5, 2024 ballot which, if approved, would allow a 1/10th of 1% Community Safety Sales Tax to fund new investments for Spokane Fire, Spokane Police, Municipal Court and the Office of the Police Ombuds; and

WHEREAS, Proposition 1 would support the Spokane Fire Department by replacing outdated fire engines in order to maintain swift and reliable responses to emergency calls while making critical station repairs and purchase new equipment; and

WHEREAS, Proposition 1 would support the Spokane Police Department by hiring new police officers to relaunch the neighborhood resource officer program while investing in robust traffic enforcement to ensure safety for all transportation users; and

WHEREAS, Proposition 1 ask voters to allocate \$1 for every \$1,000 spent on certain personal, recreational and maintenance services to support important public safety measures; and

WHEREAS, proposition 1 excludes groceries, prescription drugs and rent from the 1% tax, thereby ensuring minimal impact on individual consumers when purchasing essential goods; and

WHEREAS, this levy is estimated to raise approximately \$4.3M in 2025 and approximately \$6.5M in 2026 and annually thereafter for the City of Spokane for important public safety investments to offset the negative effect of City Of Spokane budget deficits; and

WHEREAS, the Spokane City Council supports Proposition 1 as an important investment in the Spokane community;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support for CITY OF SPOKANE PROPOSITON 1 entitled, "COMMUNITY SAFETY SALES TAX".

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:** 10/07/2024**Committee Agenda type:** Information Only**Date Rec'd**

9/24/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JEFF JOHNSON 509-625-3302

Requisition #**Contact E-Mail**

JJOHNSON@SPOKANECOPS.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART

Agenda Item Name

0320 - SPOKANE COPS OPPORTUNITY FOR QUESTIONS AND DISCUSSION

Agenda Wording

Opportunity to hear from Jeff Johnson about the Spokane COPS organization and for Council Members to ask any questions they may have.

Summary (Background)

Related to a sole source resolution that was deferred indefinitely.

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**

Neutral

\$

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 08/12/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/22/2024

Clerk's File #

ORD C36577

Cross Ref #**Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CANDI DAVIS 625-6719

Requisition #**Contact E-Mail**

CLDAVIS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

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 \$

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/22/2024

Clerk's File #

ORD C36577

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CANDI DAVIS 625-6719

Requisition #**Contact E-Mail**

CLDAVIS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

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Agenda Wording

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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 \$

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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	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Ordinance Expanding Prohibition on Sit and Lie
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>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 <u>Boise v. Martin</u> (which required adequate shelter space before enforcing laws against camping and occupying public spaces). With the recent Supreme Court decision in <u>City of Grants Pass v. Johnson</u>, Spokane’s anti-camping and anti-“sit and lie” laws can be enforced regardless of the availability of shelter space.</p> <p>This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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 <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> 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 <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>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.</p>	

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

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

ORDINANCE NO. C36577

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

WHEREAS, the safety and well-being of 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 ruling 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 then 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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Council President Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Establishing the Community Safety Fund
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane City Council adopted Resolution 2024-0067 placing a Community Safety Sales tax proposition on the November 5, 2024, ballot to provide ongoing funding for enhanced community safety, criminal justice, and law enforcement such as funding for the Spokane Fire Department, Spokane Police Department, Spokane Municipal Court, and the Office of Police Ombuds.</p> <p>This ordinance will establish a dedicated Community Safety Fund, if approved by voters, to increase transparency and segregate the use of the funds exclusively for improving community safety. This ordinance also provides additional accountability for the use of funds generated upon voter approval of the Community Safety sales tax proposition by establishing December 31, 2035, as the date in which the community safety sales tax will expire. The community safety sales tax expiration date may be extended by the City of Spokane electorate through a primary or general election.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p>Current year cost: N/A</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance creates the Community Safety Fund. It has no fiscal impact.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc?</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
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?

Resolution 2024-0067

DRAFT

ORDINANCE NO C36591

An ordinance establishing the Community Safety Fund and setting the expiration date of the additional sales and use tax authorized by RCW 82.14.450; adopting section 07.08.160 to chapter 07.08 of the Spokane Municipal Code.

WHEREAS, the City of Spokane has the authority pursuant to RCW 82.14.450 to enact a 1/10 of 1% sales tax to be approved by the electorate of the City of Spokane, subject to limitations as required by law; and

WHEREAS, necessities such as food and prescription drugs are exempted from sales and use tax per Washington state law; and

WHEREAS, the Spokane City Council adopted Resolution 2024-0067 placing a Community Safety Sales tax proposition on the November 5, 2024, ballot to provide ongoing funding for enhanced community safety, criminal justice, and law enforcement such as funding for the Spokane Fire Department, Spokane Police Department, Spokane Municipal Court, and the Office of Police Ombuds; and

WHEREAS, if approved by the electorate, collection of the additional sales and use tax will begin to be collected pursuant to state beginning approximately April 1, 2025; and

WHEREAS, the Brown Administration and Spokane City Council seek to establish a dedicated Community Safety Fund, if approved by voters, to increase transparency and segregate the use of the funds exclusively for improving community safety; and

WHEREAS, the Brown Administration and Spokane City Council seek to provide additional accountability for the use of funds generated upon voter approval of the Community Safety sales tax proposition by establishing a date in which the community safety sales tax will expire on December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election extending the expiration date.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new section 07.08.160 to Chapter 07.08 of the Spokane Municipal Code to read as follows:

Section 07.08.160 Community Safety Fund

- A. There is created a special revenue fund known as the “Community Safety Fund” into which shall be deposited all funds received from the increase in the sales and use tax approved by the City of Spokane electorate and provided by RCW 82.14.450 for the enhancement of community safety functions and operations pursuant to Resolution 2024-0067.

- B. The retail purchase of food, prescription drugs, motor vehicles, and all other sales and use tax exemptions adopted in state law shall also be exempted from the community safety sales and use tax provided by RCW 82.14.450.
- C. The collection of the additional sales and use tax authorized by the City of Spokane electorate pursuant to Resolution 2024-0067 shall expire no later than December 31, 2035, unless the expiration date is extended by the City of Spokane electorate in a primary or general election.
- D. Should the increase in the sales and use tax provided by RCW 82.14.450 not be approved by the City of Spokane electorate, then this section is automatically repealed.

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.

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:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Discussion

Date Rec'd 9/26/2024

Clerk's File #

Cross Ref # C36467

Project #

Council Meeting Date: 10/21/2024

Submitting Dept PUBLIC WORKS

Bid #

Contact Name/Phone MARLENE FEIST (509) 625-6505

Requisition #

Contact E-Mail MFEIST@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON BWILKERSON MCATHCART

Agenda Item Name MOU FOR RESIDENTIAL LIGHTING PROGRAM USING ARPA FUNDS

Agenda Wording

Memorandum of Understanding with Neighborhood Housing & Human Services Division, and Utility Billing regarding the Residential Lighting Program utilizing ARPA funds-\$150,000.

Summary (Background)

City Council approved \$150,000 in ARPA funds at their June 10, 2024, meeting "solely for the purpose of residential street lighting." This Memorandum of Understanding would create a program to install solar- or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The program would be managed by the Office of Neighborhood Services. Credits would be processed by Utility Billing.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$ 150,000

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	FEIST, MARLENE	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Additional Approvals

Distribution List

	publicworksaccounting@spokancity.org
dkinder@spokanecity.org	pbirge@spokanecity.org
amcdaniel@spokanecity.org	mmurray@spokanecity.org
myates@spokanecity.org	cmorse@spokanecity.org
mfeist@spokanecity.org	mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Residential Lighting Program using ARPA funds
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>City Council approved \$150,000 in ARPA funds at their June 10, 2024, meeting “solely for the purpose of residential street lighting.” This MOU would create a program to install solar- or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting.</p> <p>The goal would be to improve safety for all users of the public right of way, address crime and overall safety.</p> <p>The program would include 2 elements:</p> <ol style="list-style-type: none"> 1. A process to reimburse residents who purchase and install an appropriate light. 2. And a process to distribute and install lights who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement or who cannot install a light on their own. <p>The program would be managed by the Office of Neighborhood Services. Credits would be processed by Utility Billing. Partnerships or a subcontract may be required for the second process.</p> <p>The program would begin upon adoption of the MOU and continue until funds are expended, or no later than December 31, 2026.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost: Up to \$150,000</p> <p>Subsequent year(s) cost:</p> <p>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</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This is a one-time program using ARPA dollars.</p>	

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 program is designed to support neighborhoods and residents throughout the City, with a goal of enhancing safety and reducing crime.
- 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 on where new lighting is installed can be overlaid with geographic information related to income levels and location of under-served populations.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Data collection will attempt to determine program effectiveness.
- 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 work is part of the Council's ARPA strategy.

Council Subcommittee Review

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

N/A

MEMORANDUM OF UNDERSTANDING & AGREEMENT
RESIDENTIAL LIGHTING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT (“MOU”) is between the SPOKANE CITY COUNCIL (“COUNCIL”) and the OFFICE OF NEIGHBORHOOD SERVICES (“ONS”), which is part of the City’s Neighborhood Housing & Human Services Division, and UTILITY BILLING (“UB”), which is part of the City’s Public Works Division.

WHEREAS, the City of Spokane is authorized to expend ARPA funds for this MOU in accordance with City of Spokane Ordinance No. C36467, passed on June 10, 2024, and

WHEREAS, that ordinance allocated \$150,000 “solely for the purpose of residential street lighting;” and

WHEREAS, adequate residential street lighting provides improved safety for all users of the public right-of-way, including motorists, cyclists and pedestrians, and can serve as a crime deterrent, and

WHEREAS, Council Members have reported that Spokane residents have expressed concerns about the lack of lighting in some areas of the public right of way, particularly in alleyways, and

WHEREAS, in partnership with residents, additional lighting can be installed, with a goal of addressing crime and overall safety, and

WHEREAS, the City desires to establish a Program intended to operate through the earlier of December 31, 2026, or when funds are exhausted, as outlined in Attachment “A”, attached hereto and incorporated herein by this reference, -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF COUNCIL.
 - a. Review and approve this MOU prior to the end of 2024, encumbering the funds.
 - b. Support the program by sharing educational materials and information about the program’s availability as they interact with Spokane residents.

2. RESPONSIBILITIES OF ONS.

- a. Develop program materials and requirements, including, but not limited to, a list of appropriate solar- or battery-operated motion sensor flood lights, maximum reimbursement amounts for the lights, tips for correct installation, appropriate locations for installation, and program eligibility requirements.
- b. Work with the City web group to create a web page which contains the program information.
- c. Work with IT and the web group, create a portal for residents to submit receipts and proof of installation to process appropriate credits.
- d. Create and implement a robust marketing plan, using City communication channels as well as other media and education outlets, to provide residents with timely and accurate information on the eligibility and availability of the program.
- e. Work with Avista to amplify information about the City program.
- f. Review documentation submitted by residents and once approved for reimbursement credit, then provide information in an approved format to Utility Billing to add credits to approved customer accounts. (There will be no remittance of money directly to residents.)
- g. Create a process to distribute and install lights for customers who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement, or who cannot install a light on their own. A sub-contract with a separate agency may be appropriate for all or part of this work.
- h. Collect and monitor performance metrics. (Attachment A).

2. RESPONSIBILITIES OF UTILITY BILLING.

- a. Confirm and verify recipients are City utility customers and that ONS has authorized reimbursement in a form of a utility bill credit for an appropriately installed light.
- b. Develop a process to add the credits to the appropriate utility accounts and a way to display the credit on customers' utility bills.
- c. Working with Accounting, request funds from the lighting fund to cover the cost of the credits on customer utility bills.

3. PROJECT BUDGET. Attachment "A" includes a basic budget.

4. TERM. This Memorandum and Agreement shall begin upon execution of the MOU, and be in effect until all funds are exhausted, but no later than December 31, 2026.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. 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 memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

7. 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 memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

Dated: _____ CITY OF SPOKANE

By: _____
 Title: _____

City Council

By: _____ Date _____
 (Name) _____

Office of Neighborhood Services

By: _____ Date _____
 (Name) _____

Utility Billing

By: _____

_____ Date

(Name) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING & AGREEMENT
RESIDENTIAL LIGHTING PROGRAM

Program Outline

Goal: Install solar- or battery-powered motion sensor flood lights in residential areas in the public right of way, focusing on alleys and other areas with low lighting.

Approach:

- City of Spokane residents purchase a solar- or battery-powered motion sensor flood light from an approved list and install it.
- Installations would be limited to residential areas, per the allocation language, and to areas that light the public right of way (alley or street area).
- Using solar- or battery-powered lights would avoid the added challenge of hard-wiring the lights.
- Residents would submit a receipt for the purchase plus a photo of the light installed to the Office of Neighborhood Services with pertinent information to receive a refund.
- ONS staff would review the information and authorize reimbursement.
- Reimbursement would be in the form of a credit on their City of Spokane utility bill.
- Utility Billing would administer the credits on the bill and would be paid back through the lighting program account.
- An additional program component would be developed to get lights installed for residents who are victims of crime, who live in high crime areas, who cannot afford the upfront expense, or who need assistance with installation. This may be accomplished through partnerships developed by ONS or through the addition of a subrecipient.
- The City will track participating addresses and relevant metrics, such as: streets receiving additional residential lighting, neighborhood calls for service related to violent and property crimes, number of Crime Check calls, and number of related 311 calls.

General Budget:

Category	Amount
Marketing Plan & Materials Creation	Up to \$25,000
Purchase and installation of lights for crime victims and/or high property crime areas	Up to \$50,000
Reimbursement to citizens in the form of a utility bill credit for purchasing and installing lights	\$75,000 plus unused funds from above categories



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Discussion

Date Rec'd 9/26/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone MATT BOSTON X6820

Requisition #

Contact E-Mail MBOSTON@SPOKANECITY.ORG

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON BWILKERSON MCATHCART

Agenda Item Name 0410-SBO PUBLIC SAFETY PERSONNEL FUND USE

Agenda Wording

In order to get back to the original spirit of the fund, and put it on a sustainable path, it is requested, at this time, that all PD positions be transferred to the General Fund's Police department.

Summary (Background)

In December 2018 the City of Spokane Council resolved to ask the people for a permanent single year levy lid left for hiring police and fire personnel in a February 2019 special election. The people approved the request and in July 2019, the Public Safety Personnel and Crime Reduction Fund was established. The fund was to receive all tax levy funds for the purpose of hiring additional police and fire personnel and funding crime reduction programs.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 3,119,373

Current Year Cost \$ 3,119,373

Subsequent Year(s) Cost \$ half of available funding to PD

Narrative

2024 YTD costs will also be moved as will the estimated budget of the lowest paid 32 PD positions.

Amount

Budget Account

Expense \$ -3,119,373

1625-salary/benefits

Revenue \$ 3,119,373

0680-operating transfer in

Expense \$ 3,119,373

0680-salary/benefits

Expense \$ 3,119,373

1625-operating transfer out

\$

#

\$

#

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org 509-625-6820
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Public Safety Personnel Fund Use
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>In December 2018 the City of Spokane Council resolved to ask the people for a permanent single year levy lid left for hiring police and fire personnel in a February 2019 special election. The people approved the request and in July 2019, the Public Safety Personnel and Crime Reduction Fund was established. The fund was to receive all tax levy funds for the purpose of hiring additional police and fire personnel and funding crime reduction programs.</p> <p>Since the establishment of the fund there has been constant confusion surrounding <i>how</i> the funding should be used. At that time, all vacant PD and FD positions were housed in this fund which created not only an extreme admin burden, but also a situation where all salary savings was being reaped by a fund that did not benefit from it. Over time, to reduce the admin burden and allow the General Fund and Fire/EMS fund to receive the benefit of some salary savings, a small sub-set of positions remained in the fund, filled or not; they were simply viewed as an extension of the PD and FD authorized FTE.</p> <p>Also, over time, Municipal Court requested to use the fund for the ambiguous “crime reduction” purpose. In 2023 Council approved a million dollar pilot program for Community Justice Services to be housed in this fund using fund balance. Additionally, some PD dispatch personnel were added due to service level changes between SPD and SREC. Ultimately, the CJS program was moved to the General Fund, but both events have negatively impacted the fund and it must be re-evaluated.</p> <p>In order to get back to the original spirit of the fund, and put it on a sustainable path, it is requested, at this time, that all PD positions be transferred to the General Fund’s Police department. 2024 YTD costs will also be moved as will the estimated budget of the lowest paid 32 PD positions.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$3,119,373</u></p> <p> Current year cost: \$3,119,373</p> <p> Subsequent year(s) cost: fund will transfer out approximately half of available funding to PD</p>	

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, a permanent single-year levy lid lift never expires or reverts.

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?

Salary and employee benefit budget lines will be reduced in this fund and transferred to an operating transfer-out budget line for ultimate transfer to the General Fund's Police department budget. The Police department's budget will increase to absorb the transfer of 32 positions.

- What operational changes will occur because of this adjustment?

There will be no operational changes as the PD positions in this fund have always been viewed as belonging to the PD.

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

By not approving this transfer, the Public Safety Personnel Fund will continue to operate at a deficit and eventually become defunct.

- 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?

Ultimately, this is being done to resolve the Citywide budget deficit and true-up this fund's operations to the original intent.

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

N/A – this is a change in budget treatment

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 Public Safety Personnel & Crime Reduction Fund and 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 Public Safety Personnel & Crime Reduction Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Remove 16 classified Police Officers (from 16 to 0).
- 2) Remove one classified Senior Police Officer (from 1 to 0).
- 3) Remove one classified Mental Health Coordinator (from 1 to 0).
- 4) Remove two classified Parking Enforcement Spec I (from 2 to 0).
- 5) Remove four classified Police Records Specialist (from 4 to 0).
- 6) Remove six classified Police Radio Dispatcher I (from 6 to 0).
- 7) Remove two classified Police Radio Dispatcher II (from 2 to 0).

- 8) Decrease appropriation by \$3,119,373.
 - A) Of the decreased appropriation, \$3,119,373 is removed from base wages and employee benefits.

- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for an operating transfer-out to the General Fund's Police department.

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

- 1) Add 16 classified Police Officers (from 76 to 92).
- 2) Add one classified Senior Police Officer (from 106 to 107).
- 3) Add one classified Mental Health Coordinator (from 0 to 1).
- 4) Add two classified Parking Enforcement Spec I (from 0 to 2).
- 5) Add four classified Police Records Specialist (from 20 to 24).
- 6) Add six classified Police Radio Dispatcher I (from 4 to 10).
- 7) Add two classified Police Radio Dispatcher II (from 2 to 4).

- 8) Increase revenue by \$3,119,373.
 - A) Of the increased revenue, \$3,119,373 is provided solely for an operating transfer-in from the Public Safety Personnel & Crime Reduction Fund.

- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for base wages and employee benefits.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from transferring the Police FTE and the associated personnel budget from the Public Safety Personnel & Crime Reduction Fund to the General Fund, 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:** 10/07/2024**Committee Agenda type:** Discussion**Date Rec'd**

9/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

SHAE 625-6224

Requisition #**Contact E-Mail**

SBLACKWELL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART

Agenda Item Name

0320 – ESTABLISHING A HIGH UTILIZER PROGRAM IN MUNICIPAL COURT

Agenda Wording

Ordinance establishing High Utilizer Program to address criminal recidivism through expedited case processing in Municipal Court

Summary (Background)

Establishing High Utilizer Program to address criminal recidivism through expedited case processing, including: Faster review and charging decisions, coordination for active warrants, coordination with prosecutors for felonies, and coordination of mental health and other services. High Utilizers would be ineligible for community court and not subject to Spokane County's red Light status as it applies to municipal defendants.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ Unknown

Current Year Cost \$ Not Applicable

Subsequent Year(s) Cost \$ Unknown

Narrative

Fiscal impact is presumed but no analysis has been undertaken as yet.

Amount**Budget Account**

Select \$

#

Select \$

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Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

BUSTOS, KIM

SCHOEDEL, ELIZABETH

Additional Approvals

Distribution List

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ddaniels@spokanecity.org

kbustos@spokanecity.org

aharte@spokanecity.org

shenry@spokanecity.org

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	10/07/24
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / 625-6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Establishing a High Utilizer Program in Municipal Court
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Establishing High Utilizer Program to address criminal recidivism through expedited case processing, including:</p> <ol style="list-style-type: none"> 1. Faster Review and Charging Decisions: All misdemeanor referrals involving High Utilizers shall receive priority review and filing decisions by the Spokane City Attorney’s Office. 2. Coordination for Active Warrants: The Spokane Police Department and the Spokane City Attorney’s Office shall coordinate efforts to take swift action on any outstanding warrants related to High Utilizers, ensuring that they do not evade accountability. 3. Coordination with Prosecutors for Felonies: The Spokane City Attorney’s Office shall coordinate with the Spokane County Prosecutor’s Office to resolve any felony charges involving High Utilizers, ensuring efficient case processing and the avoidance of conflicting charges. 4. Service Coordination: Where appropriate, the Spokane Municipal Court shall collaborate with service providers to offer High Utilizers access to addiction treatment, mental health services, or housing support as part of case resolution. <p>High Utilizers would be ineligible for community court and not subject to Spokane County’s red Light status as it applies to municipal defendants.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Unknown Subsequent year(s) cost: Unknown Narrative: ! Fiscal impact uncertain. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> 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 <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

Other budget impacts: (revenue generating, match requirements, etc.) **Budget impacts are presumed but not yet identified.**

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

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

No analysis done

- 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?

No analysis done

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

The ordinance requires annual reporting of program success and impacts.

- 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?

Consistent with mandate and purposes of Municipal Courts as laid out in SMC Section 05A.18.01, which states in part:

“...It is the purpose of this ordinance to codify the Spokane Municipal Court’s previous establishment of its various therapeutic/problem solving courts, with the intent of supporting the Court’s and City of Spokane’s ongoing criminal justice reform efforts; including the best practices implementation of nationally recognized programs, evidence based sentencing, reduction in misdemeanor incarceration via the focused use of jail alternatives, evidenced based behavioral change programming, the use of advanced information system technologies to define, structure, and measure outcomes, and partnerships with community based social service resources.”

Council Subcommittee Review

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

No subcommittee review

ORDINANCE NO. C-_____

An ordinance establishing a High Utilizer Program at the Spokane Municipal Court and adopting new Chapter 05A.19 of the Spokane Municipal Code, and amending Section 05A.18.020 of the Spokane Municipal Code.

WHEREAS, it is well-understood that certain individuals are repeat criminal offenders and account for a disproportionate amount of criminal activity within the City of Spokane; and

WHEREAS, by identifying and targeting Seattle's most chronic offenders—individuals responsible for rampant, repeat offenses—the Seattle City Attorney's transformative High Utilizer Initiative (HUI) has demonstrated significant success by targeting 168 individuals responsible for nearly 3,500 police referrals since 2017, leading to a 57% reduction in misdemeanor criminal referrals for those included in the program; and

Whereas, the HUI, through a collaborative effort involving law enforcement, prosecutorial, and service providers, achieved a reduction of over 750 misdemeanor police referrals in its first year, representing a 12% reduction in the City Attorney's Office caseload; and

WHEREAS, there currently exists in the Spokane region no initiative similar to HUI to prioritize the booking, prosecution and sentencing of repeat offenders within the Spokane Municipal Court system; and

WHEREAS, the City Council believes that the allocation of additional and dedicated resources to the identification and prosecution of repeat criminal offenders will reduce the impact of such offenders on the citizens of Spokane.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there are adopted a new chapter 05A.19 of the Spokane Municipal Code to read as follows:

Chapter 05A.19 High Utilizer Program

- Section 05A.19.010 Purpose
- Section 05A.19.020 Semi-annual High Utilizer List.
- Section 05A.19.030 Special Treatment and Holding Requirements for High Utilizers
- Section 05A.19.040 Ineligibility for Community Court
- Section 05A.19.050 Exemption from Red Light Jail Status
- Section 05A.19.060 Collaboration with Service Providers

DRAFT

Section 05A.19.070 Monitoring and Reporting

Section 05A.19.010 Purpose

The purpose of the High Utilizer Program is to identify, prioritize, and manage individuals responsible for repeat criminal activity within the City of Spokane. This program ensures that these individuals receive focused attention, expedited court processing, and prioritization for jail bookings. This framework is designed to reduce the overall impact of chronic offenders on community safety, consistent with Section 05A.18.010 of the Spokane Municipal Code.

Section 05A.19.020 Semi-Annual High Utilizer List

The Spokane Municipal Court, in coordination with the Spokane City Attorney's Office and the Spokane Police Department, shall, no later than the last business day of January and July of each year, identify and maintain a list of seventy-five (75) repeat offenders responsible for the most disproportionate amount of criminal activity. The list shall be updated with the most current data available from all relevant sources. Such offenders shall be deemed "High Utilizers" within the meaning of this chapter.

Section 05A.19.030 Special Treatment and Holding Requirements for High Utilizers

High Utilizers shall receive expedited case processing within the Spokane Municipal Court system. This includes, but is not limited to:

1. Faster Review and Charging Decisions: All misdemeanor referrals involving High Utilizers shall receive priority review and filing decisions by the Spokane City Attorney's Office.
2. Coordination for Active Warrants: The Spokane Police Department and the Spokane City Attorney's Office shall coordinate efforts to take swift action on any outstanding warrants related to High Utilizers, ensuring that they do not evade accountability.
3. Coordination with Prosecutors for Felonies: The Spokane City Attorney's Office shall coordinate with the Spokane County Prosecutor's Office to resolve any felony charges involving High Utilizers, ensuring efficient case processing and the avoidance of conflicting charges.
4. Service Coordination: Where appropriate, the Spokane Municipal Court shall collaborate with service providers to offer High Utilizers access to addiction treatment, mental health services, or housing support as part of case resolution,

D R A F T

with the goal of reducing recidivism. These services shall be coordinated with court-mandated conditions.

Section 05A.19.040 Ineligibility for Community Court

High Utilizers identified under this section shall be ineligible to participate in Spokane Municipal Court's Community Court or other diversionary programs.

Section 05A.19.050 Exemption from Red Light Jail Status

Notwithstanding the Spokane County Jail's Red Light Status, individuals identified as High Utilizers shall not be subject to booking restrictions applicable to other municipal defendants. Among municipal defendants, High Utilizers shall be given priority for booking into jail for any arrestable offenses, outstanding warrants, or other legal actions authorized by the Spokane Municipal Court or Spokane Police Department.

Section 05A.19.060 Collaboration with Service Providers

Subject to Section 05A.18.020(6), the Spokane Municipal Court, the Spokane City Attorney's Office, and the Spokane Police Department shall collaborate with Spokane County Jail, addiction treatment programs, mental health services, and housing providers to ensure High Utilizers are connected to appropriate services when appropriate.

Section 05A.19.070 Monitoring and Reporting

The Spokane Municipal Court shall compile data on the impact of the High Utilizer Program and submit a report to the Spokane City Council no later than July 1 of each year. This report shall include, but is not limited to, the following:

1. The number of High Utilizers identified and removed from the list;
2. The total number of arrests, jail bookings, and case dispositions involving High Utilizers;
3. Level of engagement of High Utilizers with addiction treatment programs, mental health services, and housing providers;
4. Changes in criminal activity and misdemeanor referrals related to High Utilizers; and
5. Any recommendations for adjustments to the High Utilizer program.

DRAFT

Section 2. That Section 05A.18.020 of the Spokane Municipal Code is amended to read as follows.

Section 05A.18.020 Therapeutic Courts Established

1. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Community Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the community court core team as defined by associated Court's Polices and Procedure Manual and endorsed by the Center for Court Innovation.
2. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Veterans Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Veterans Court Core Team as defined by associated Court's Polices and Procedure Manual and endorsed by the Center for Court Innovation.
3. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a DUI Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DUI Court core team as defined by associated Court's Polices and Procedure Manual and endorsed by the Washington Traffic Safety Commission.
4. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Domestic Violence Intervention Treatment Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DVIT Team as defined by associated Court's Polices and Procedure Manual and endorsed by the Center for Court Innovation.
5. Pursuant to, and as authorized by, RCW 2.30.030, the Municipal Court is authorized to administer a Misdemeanor Drug Court, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Misdemeanor Drug Court Core Team as defined by associated Court's Polices and Procedure Manual and endorsed by industry best practices.
6. Notwithstanding any other provision of Chapter 05A.18, no defendant shall be referred to community court more than once in any 8-month period, nor more than three times in any 36- month period.

D R A F T

Section 3. 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 4. 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 _____, 2024.

Attest

Council President

Approved as to Form

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd

9/30/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

FIRE

Bid #

RFP #6161-24

Contact Name/Phone

LANCE DAHL (509)65-7005

Requisition #

MASTER

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 ON-CALL MASTER AGREEMENTS FOR WILDLAND FUELS REDUCTION-

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The Patriot Land Management contract will be awarded with an annual amount not to exceed \$200,000.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount

Budget Account

Expense \$ 200,000

1440-93546-22200-54201-99999

Select \$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	MCDANIEL, ADAM
<u>PURCHASING</u>	PRINCE, THEA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

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Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> American Forest Management – \$300,000 American Fire Fighter Co. – \$150,000 Patriot Land Management – \$200,000 Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) .)	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

9/30/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

FIRE

Bid #

RFP #6161-24

Contact Name/Phone

LANCE DAHL (509)625-7005

Requisition #

MASTER

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION-

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The Majestic View Forestry contract will be awarded with an annual amount not to exceed \$200,000.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$ 200,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount**Budget Account**

Expense \$ 200,000

1440-93546-22200-54201-99999

Select \$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA
<u>PS EXEC REVIEW</u>	MCDANIEL, ADAM
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

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Thea Prince tprince@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) .)	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd

9/25/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

FACILITIES MANAGEMENT

Bid #

Contact Name/Phone

DAVE STEELE 625-6064

Requisition #

CR26754

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

5900 FACILITIES DEPT WATER DEPT MAIN BLDG REH & RESTORE OWNERS REP

Agenda Wording

The Facilities Department in partnership with the Water Department has completed the procurement process for a Commissioning Agent related to the design, validation, installation, and performance testing of the proposed HVAC & mechanical systems.

Summary (Background)

The commissioning agent related to the design, validation, installation & performance testing of the HVAC & mechanical systems related to the Water Department Main Building Rehab & Ren Phase 1 & 2. Based on the qualifications & experience, Engineering Economics Inc located at 23403 E. Mission Ave, Suite 220E, Liberty Lake, WA 99019 was selected to complete a cost proposal. The attached contract reflects the negotiated scope and fee for services.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 61,067.25

Current Year Cost \$ 61,067.25

Subsequent Year(s) Cost \$ 0

Narrative

Base bid is \$56,025.00 plus tax is \$5042.25 is \$61,067.25. A 10% administrative reserve of \$5,602.50 is requested.

Amount

Budget Account

Expense \$ 56,025.00

4100-42490-94340-56501-11027

Expense \$ 5,602.50

4100-42490-94340-56501-11027 Admin Reserve

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

bmattis@eeibuildingperformance.com	laga@spokanecity.org
kbustos@spokanecity.org	dstele@spokanecity.org
klong@spokanecity.org	lsearl@spokanecity.org
wateraccounting@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Dillon, CM Navarrete, CM Cathcart, CP Wilkerson,
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Building Rehabilitation and Restoration Phase 1 & 2 – Owners Rep Commissioning Agent
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Water Department has completed the procurement process for a Commissioning Agent related to the design, validation, installation, and performance testing of the proposed HVAC and mechanical systems related to the Water Department Main Building rehabilitation and renovation Phase 1 and Phase 2. Based on qualifications and experience, EEI (Engineering Economics Inc) located at 23403 E. Mission Ave., Suite 220E. Liberty Lake, Washington 99019 was selected to complete a cost proposal. The attached contract reflects the negotiated scope and fee for services.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 61,627.50 Plus Applicable Tax
Base bid:	\$ 56,025.00
Administrative Reserve (10%)	\$ 5,602.50
Total	\$ 61,627.50 Plus Applicable Tax
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source:	4100-42490-94340-56501-11027
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
What impacts would the proposal have on historically excluded communities?	
NA	

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

NA

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

NA

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

This project represents a significant re-investment in an existing City Facility with the intent of extending the useful life



City of Spokane
CONSULTANT AGREEMENT
Title: MECHANICAL SYSTEMS
COMMISSIONING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ENGINEERING ECONOMICS, INC.**, whose address is 1536 Cole Blvd., Suite 240, Lakewood, Colorado 80401-3413 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct Mechanical Systems Commissioning Services at the City of Spokane Water Department Building; and

WHEREAS, the Consultant was selected from the MRSC Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 21, 2024, and ends on June 30, 2028, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Consultant’s September 16, 2024 Proposal, attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant’s services under this Agreement shall not exceed **FIFTY-SIX THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$56,025.00)**, excluding tax, if applicable,

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

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum 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.

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional

Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the

express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation,

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known to either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified

or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

ENGINEERING ECONOMICS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant’s Proposal dated September 16, 2024

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

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 USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME:		
	PHONE (A/C, No, Ext):	800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS:	den.certificate@usi.com	
INSURED Engineering Economics, Inc. 1536 Cole Blvd, Suite 240 Lakewood, CO 80401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transportation Insurance Company		20494
	INSURER B : Continental Insurance Company		35289
	INSURER C : Valley Forge Insurance Company		20508
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E : Continental Casualty Company		20443
	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/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034742234	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034742248	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034742279	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	7034742251	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Professional Liab Incl Pollution Claims Made		<input checked="" type="checkbox"/>	DPR5034637	10/01/2024	10/01/2025	\$ 1,000,000 per claim \$ 2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	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 

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

** Workers Compensation coverage does not apply to employees who are hired or reside in the States of North Dakota, Ohio, Washington, and Wyoming. Employer's Liability Stop Gap coverage applies to the States of North Dakota, Ohio, Washington, and Wyoming.

RE: EEI Branch/Project No.: 15-24510 City of Spokane Water Main Bldg.

Additional insured: the City of Spokane, its officers and employees


ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

Architects, Engineers and Surveyors General Liability Extension Endorsement

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. **WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B.** Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C.** **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and 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 operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and 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 operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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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License Information:

[New search](#) [Back to results](#)

Entity name: ENGINEERING ECONOMICS, INC.

Business name: ENGINEERING ECONOMICS, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-094-531

Business ID: 001

Location ID: 0004

Location: Active

Location address: 1201 WESTERN AVE STE 325
SEATTLE WA 98101-2953

Mailing address: 1536 COLE BLVD
STE 240
LAKEWOOD CO 80401-3413

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Kirkland General Business - Non-Resident	OBL20396			Active	Apr-30-2025	Nov-03-2018
Richland General Business - Non-Resident				Active	Oct-31-2024	Oct-24-2023
Spokane General Business - Non-Resident				Active	Apr-30-2025	Mar-08-2022
Spokane Valley General Business - Non-Resident				Active	Apr-30-2025	Apr-10-2015

Governing People May include governing people not registered with Secretary of State

Governing people	Title
HICKOK, BLAKE	

Registered Trade Names



Registered trade names	Status	First issued
ENGINEERING ECONOMICS, INC.	Active	Sep-15-2004

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 9/20/2024 10:14:43 AM

Contact us

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Engineering Economics, Inc.

23403 E. Mission Ave., Suite 220E
Liberty Lake, Washington 99019

Telephone: 509.998.1021

September 16, 2024

Jeff Teal
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

**Re: City of Spokane Water Building
Commissioning Services
Proposal No. 15-24510**

Dear Jeff:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for commissioning the City of Spokane Water Department Main Building Rehabilitation/Restoration project. We understand that the facility will be 13,500 square feet and is located in Spokane, WA. This project is taking place over two construction phases with the design consisting of one phase.

SCOPE OF WORK

Building Commissioning services will be provided per the Scope of Work described below to achieve building performance for functionality, energy efficiency, reliability and maintainability.

Phase 1

1. Develop a Commissioning Plan.
2. Perform commissioning design reviews of both phases at 50% CDs and nearing the end of CDs.
3. Perform a separate sequence of operations review once these are complete; ideally before 95% CDs.
4. Conduct up to five (5) commissioning meetings.
5. Prepare issues reports of observations, test results and problems.
6. Spot check TAB
7. Log issues reports and track each issue to resolution.
8. Develop project-specific functional performance test procedures.
9. Review control submittals for compliance with project plans and specifications and host a controls summit.
10. Perform construction observations, documenting deficiencies and recommendations.
11. Review contractor testing documentation.
12. Coordinate and schedule commissioning with the construction manager.
13. Observe and document functional testing performed by contractors.
14. Review Operations and Maintenance (O&M) submission.
15. Issue Final Commissioning Report.

EEI has included an 8-hour allowance for failed functional tests in our scope; troubleshooting or retesting in excess of this allowance will be billed as additional services that Owner can back-charge to the responsible contractor(s).

Phase 2

1. Update Commissioning Plan.
2. Conduct up to four (4) commissioning meetings.
3. Prepare issues reports of observations, test results and problems.
4. Spot check TAB
5. Log issues reports and track each issue to resolution.
6. Develop project-specific functional performance test procedures.
7. Review control submittals for compliance with project plans and specifications and host a controls summit; review any lessons learned from phase 1 and incorporate into 2nd phase.
8. Perform construction observations, documenting deficiencies and recommendations.
9. Review contractor testing documentation.
10. Coordinate and schedule commissioning with the construction manager.
11. Observe and document functional testing performed by contractors.
12. Touch on operation of Phase 1 systems once final tie in complete.
13. Review Operations and Maintenance (O&M) submission.
14. Issue Final Commissioning Report.
15. Perform warranty review of system operation.

EEl has included an 8-hour allowance for failed functional tests in our scope; troubleshooting or retesting in excess of this allowance will be billed as additional services that Owner can back-charge to the responsible contractor(s).

Systems and equipment to be commissioned will include the following:

1. Ground source condenser water system (including pumps and heat exchangers)
2. VRF Fan Coil Units (19)
3. VRF heat Pumps (3)
4. DOAS Unit
5. Electric Unit Heaters (3)
6. Ductless Splits (3)
7. Electric Snowmelt
8. Building automation system (BAS) and controls
9. Domestic water heating system, pumps and controls
10. Metering (electrical and plumbing)
11. Lighting and lighting controls (including BAS tie in)

SCHEDULE

EEl is prepared to commence commissioning planning and design review activities immediately upon Approval to Proceed and understands the construction will be in two distinct phases. Construction completion and functional testing of Phase 1 is estimated complete in spring of 2026. Assuming another roughly 18-month construction window Phase 2 completion would be Fall of 2027.

FEE

Our fee to complete both described Scopes of Work will be on a Lump Sum Fixed Fee Basis inclusive of expenses as described below.

Phase 1 Scope	<u>\$35,850</u>
Phase 2 Scope	<u>\$20,175</u>
Total Contract Amount (sum of Phase 1 Scope plus Phase 2 Scope)	<u>\$56,025</u>

Any additional services requested beyond the agreed scope will be performed at our standard hourly rates in effect at the time of such services. Our standard rate schedule for the current year is attached.

ASSUMPTIONS AND CLARIFICATIONS

E EI offers the following assumptions and clarifications to this proposal:

18-month construction windows are assumed for both phases. Rough schedule as provided by owner is CDs complete in November of 2024 with construction to be complete in Spring of 2026. Phase two would start following this and it is assumed that an 18-month construction window will also be granted for this project putting completion in roughly fall of 2027.

TERMS AND CONDITIONS

Terms and conditions will be per our standard Terms and Conditions, as attached.

We very much look forward to working with you.

Sincerely,

Engineering Economics, Inc.



Emilie Moreshead, CxA

Attachments:

- E EI Standard Rate Schedule
- Terms and Conditions

Jeff Teal
September 16, 2024
Page 4

APPROVAL TO PROCEED

THIS PROPOSAL IS ONLY VALID UNTIL THE 31ST DAY OF OCTOBER, 2024.
IF APPROVED, PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT.

Approved and accepted this 25 day of September, 2024.

Jeff Teal
City of Spokane



Signature

Director of Facilities

Print Name and Title

WASHINGTON

2024-2025

Engineering Services

Up To

Principal	\$275/Hour
Associate	\$250/Hour
Sr. Project Manager	\$230/Hour
Project Manager.....	\$220/Hour
Asst. Project Manager.....	\$200/Hour
Sr. Project Engineer.....	\$190/Hour
Sr. Technician	\$160/Hour
Project Engineer	\$150/Hour
Technician.....	\$145/Hour
Support Engineer	\$135/Hour
Tech Support/Project Admin	\$110/Hour
Jr Technician.....	\$125/Hour
Administrative Support.....	\$105/Hour

Analytics Specialists

Associate	\$220/Hour
Sr. Software Engineer/Analyst.....	\$265/Hour
Information Technology Specialist	\$165/Hour

Sustainability Specialists

Principal	\$275/Hour
Associate	\$220/Hour
Manager-New Construction Services	\$180/Hour
Manager-Energy Modeling Services.....	\$170/Hour
Energy Engineer	\$170/Hour
ESG Project Manager	\$165/Hour
Manager-Existing Building Certificates	\$165/Hour
Supervisor-New Construction	\$160/Hour
Sustainability Analyst.....	\$150/Hour
Sustainability Coordinator	\$130/Hour
Sustainability Intern.....	\$105/Hour
Project Administrator.....	\$105/Hour
Administrative Support.....	\$105/Hour

CONSULTANTS

Consultant Invoice	at cost + 15%
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REIMBURSABLE EXPENSES

Tools and Equipment Usage	at market rates
Photocopies and Prints (in-house).....	at market rates
Mileage: Personal Car	at IRS rates
Postage.....	at cost + 10%
Travel Expenses	at cost + 10%
Other Expenses	at cost + 10%

These are current rates and are subject to review and revision annually.

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

1. Representatives and Notices

- A. Client shall designate a Representative to receive requests for instructions, changes, and formal notices, and who shall have authority to act for Client in all Project matters.
- B. Engineering Economics, Inc. (EEI) will designate a Project Manager responsible for managing EEI's performance and delivery of its services. EEI's Project Manager shall have authority to act for EEI in all matters concerning the project.
- C. All instructions, requests for changes, formal communications, and notices to EEI shall be directed by Client's Representative, in writing, to EEI's Project Manager and shall be deemed effective as of the date and time of receipt.

2. Client-Furnished Data

- A. Client shall provide at no cost to EEI, necessary drawings, surveys, physical site data, and other pertinent information required for the performance of services, and EEI shall be entitled to rely on same.
- B. EEI shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or other project participant to EEI, and Client shall hold harmless EEI for any errors and/or omissions in all documents provided and for services of others on the project, unless EEI is directly and solely negligent or engages in willful misconduct.

3. Existing Conditions

- A. EEI shall have no responsibility or liability for the identification, removal, or disposal of any toxic substances. Client will defend, indemnify, and hold harmless EEI from any claim, suit, or liability whatsoever, including but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen out of or related to the presence of toxic substances or alleged toxic substances on the project.
- B. Unless expressly included in EEI's Scope of Service, EEI shall have no responsibility or liability for the correct operation of existing building systems, or any assumptions by EEI related to such systems.

4. Plans, Specifications, and Drawings (Design Services Only)

- A. EEI shall furnish to Client after EEI's receipt of final payment, one final set of plans, specifications, and drawings in hard copy and electronic format. The plans, specifications, and drawings are neither intended nor represented to be suitable for reuses. Any reuse without specific written approval and adaptation by EEI shall be at Client's sole risk, and Client shall indemnify and hold EEI harmless from all loss, cost, damage, and expense including attorney's fees.
- B. Unless otherwise negotiated, all electronic CAD files sent between Client and EEI shall be in an ACAD (ACAD.DWG) format.
- C. If included in the project scope, EEI will update drawings to reflect Contractor mark-ups of the As-Built conditions. EEI is not responsible for verifying the accuracy of the As-Built documents.

5. Changes

Client may, from time to time, change or modify the Scope of Services by instructing EEI to perform additional services or may direct the omission of services previously ordered. EEI may perform such changes, and EEI's compensation and schedule for performance shall be equitably adjusted. Compensation for such changes shall be on an hourly basis in accordance with EEI's Standard Hourly Rate Schedule or other method as agreed upon at the time the change is requested.

6. Scheduling and Progress Reports

EEI shall, if requested by Client, prepare and submit to Client an estimated schedule for the performance of the services and provide a monthly progress report indicating any approved changes made during the preceding month and estimating the total charges to complete the services

7. Software as a Service (SAAS) terms and conditions related to the use of BalanceCx Software

If Client subscribes to the use of the BalanceCx software provided by EEI, the following terms and conditions shall apply:

- A. **Services.** During the Subscription Term, Client will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the BalanceCx SaaS services solely for internal business operations subject to the terms of this Agreement. Client acknowledges that this Agreement is a services agreement and EEI will not deliver copies of the software to Client as part of the SaaS services.
- B. **Restrictions.** Client shall not, and shall not permit anyone to: (i) copy or republish the SaaS services or software, (ii) make the SaaS services available to any person other than authorized users, (iii) modify or create derivative works based upon the SaaS services and/or other services or documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS services and/or other services or in the documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the SaaS services and/or other services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS services and/or other services or use the documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, EEI shall own all right, title, and interest in and to the software, services, documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Client agrees to assign all right, title, and interest it may have in the foregoing to EEI.
- C. **Client Responsibilities.** Client shall provide assistance to enable EEI to deliver the SaaS services and/or other services, including access to content, computer systems, and any other necessary cooperation. Client shall: (a) notify EEI immediately of unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to EEI immediately and use reasonable efforts to stop any unauthorized use of the SaaS services and/or other services that is known or suspected by Client or any authorized user, and (c) not provide false identity information to gain access to or use the SaaS services. Client shall be solely responsible for the acts and omissions of its authorized users. EEI shall not be liable for any loss of data or functionality caused directly or indirectly by the authorized users. Subject to the terms and conditions of this Agreement, Client shall grant to EEI a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display, transmit, and upload Client content solely as necessary to provide the SaaS services and/or other Services to Client.
- D. **IP Rights.** Client retains ownership and intellectual property rights in and to its Client content. EEI or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under this Agreement. EEI shall have a royalty-free, worldwide, irrevocable, perpetual license to use and

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

incorporate into the SaaS services and/or other services any suggestions, enhancement requests, recommendation or other feedback provided by Client, including authorized users, relating to the operation of the SaaS services and/or other services.

- E. **REPRESENTATION.** EEI REPRESENTS THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. EEI DOES NOT GUARANTEE THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL BE PERFORMED ERROR-FREE, VIRUS FREE, OR UNINTERRUPTED, OR THAT EEI WILL CORRECT ALL SAAS SERVICES AND/OR OTHER SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT EEI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE AND/OR OTHER SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY EEI (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.
- F. **LIMITATIONS OF LIABILITY.** NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF EEI) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES NEITHER EEI NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S OR ANY USER'S DATA, FILES, OR PROGRAMS.
- G. **Indemnification.** If a third party makes a claim against Client that the SaaS services and/or other services infringes any patent, copyright or trademark, or misappropriates any trade secret, EEI shall have no liability for any claim based on (a) the Client content, (b) modification of the SaaS services and/or other services not authorized by EEI, or (c) use of the SaaS services and/or other services other than in accordance with the documentation, purchase order and this Agreement. EEI, at its sole option and expense, procure for Client the right to continue use of the SaaS services and/or other services, modify the SaaS services and/or other Services in a manner that does not materially impair the functionality, or terminate the subscription term and repay to Client any amount paid by Client with respect to the subscription term following the termination date.
8. **Responsibility**
- A. EEI will perform all services in accordance with a standard of care, skill, and diligence consistent with that ordinarily exercised by professional consulting engineers providing the same or similar services under similar circumstances in the same or similar locality. In the event EEI fails to provide such standards of care, skill, and diligence, EEI shall, at its own cost, correct EEI's defective plans, specifications, or other services.
- B. Since EEI has no control over the cost of labor, materials, or equipment, or over a contractor's method of determining

prices, competitive bidding, or market conditions, EEI's opinions of probable construction cost, if any, represent EEI's best judgment as a professional consulting engineer familiar with the construction industry. EEI does not guarantee that proposals, bids, or final construction costs will not vary from opinions of probable cost prepared by EEI. If Client wishes greater assurance as to the construction cost, Client shall employ an independent cost estimator.

- C. Client acknowledges that when providing commissioning services, EEI is operating in an advisory capacity and does not have the authority to: 1) direct design changes or deviations from the contract documents (unless such documents were developed by EEI); or 2) compel the design team and/or trade contractors to correct identified deficiencies. Client and appropriate client agents with such authority shall be responsible for authorizing all such changes, deviations, and corrective action.

9. **Construction Services**

Unless separately negotiated, EEI shall not be responsible for the construction means, method, techniques, sequences, or procedures, or safety precautions (including, without limitation, OSHA compliance); nor for the acts or omissions of any constructor of the Project or any of the constructor's agents, employees, or subcontractors; nor for the acts or omissions of material or equipment manufacturers or suppliers; nor for the acts or omissions of any other engineer on the Project.

10. **Billing and Payment**

- A. EEI shall be entitled to invoice and collect from Client for any services performed prior to the signing of this Agreement, including SaaS services provided. All services may be invoiced immediately or over the course of the project. In the event services are provided for a fixed fee, all services rendered prior to the signing of this Agreement shall be considered part of the fee. Progress billings shall be rendered monthly to the Client and shall be due and payable not more than thirty (30) days after receipt by Client. EEI shall not be subject to any retainage or "pay-when-paid" policies or provisions. Invoice and payments shall all be in US dollars. Client's payment of EEI's final invoice shall constitute a release of all claims by Client against EEI except for any claim specifically reserved by Client in writing at the time of final payment.
- B. EEI shall be entitled to suspend performance of services if invoices are unpaid for 60 days or longer. Past due amounts shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Invoices shall be accompanied by such data as may be required to support the invoices, when requested by the Client. In addition, Client agrees to pay all costs, fees, charges, or expenses (including without limitation all reasonable legal fees and litigation/arbitration fees and costs) incurred in recovering any past due amounts Client owes to EEI.

11. **Sales and Similar Taxes**

EEI's compensation does not include sales, use, excise, or similar taxes, which are the sole responsibility of Client.

12. **Suspension and Termination**

- A. Either Party shall have the right to suspend or terminate all or a portion of the Services at any time upon seven (7) days' prior written notice. In the event of termination, EEI shall be paid EEI's compensation for all services performed up to the termination date, plus reasonable termination expenses, if any. EEI shall have the right to immediately cease services if Client files a petition in bankruptcy or other insolvency proceeding or has demonstrated the inability to pay for services performed.

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

- B. EEI reserves the right to suspend delivery of the SaaS services if Client fails to timely pay any undisputed amounts due to EEI under this Agreement, but only after EEI notifies Client of such failure and such failure continues for fifteen (15) days. SaaS services can be immediately terminated if EEI reasonably concludes that Client is causing immediate harm due to use or failure to control use of the SaaS services. Suspension or termination of the SaaS services shall not release Client of its payment obligations under this Agreement. Client agrees that EEI shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS services and/or other services resulting from Client's nonpayment. Client's rights of access to SaaS services shall cease upon termination of this Agreement, and any confidential information provided to either party, including any information that reasonably appears to be confidential or proprietary, shall be returned or destroyed.
- C. In the event performance of the services is suspended, EEI's compensation shall be equitably adjusted to reflect such suspension. EEI shall advise Client of the compensation adjustment resulting from the suspension of services, including the cost incurred to reasonably relocate personnel, and any materials or equipment during the suspension period.

13. Indemnification and Insurance

EEI and Client agree to indemnify and hold harmless each other from and against all damage, loss, claim, or injury (including death) to persons and to property caused by their own negligent acts, errors, or omissions in connection with the work. EEI and Client shall procure and maintain worker's compensation, employers' liability, comprehensive general liability, and both technical and professional liability insurance. EEI and Client shall name each other as Additional Insureds on their respective policies. Copies of EEI's and the Client's insurance certificates will be furnished to each other.

14. Limitations of Liability

- A. EEI's liability with regard to claims, losses, costs, and damages of any nature arising from this Agreement; from the performance or breach thereof; or from the services provided hereunder shall not exceed EEI's total fees for the project or \$50,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- B. In no event, whether in contract, warranty, or tort, including negligence or otherwise, shall EEI be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Client for such damages. If Client is furnishing EEI's services or materials to a third party by contract, Client shall obtain from such third party a provision affording EEI and its suppliers the protection of the preceding sentence.
- C. In no event shall EEI be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects, or defects inherent in the design of the building or equipment. Further, EEI's liability for any loss or damage shall not include loss or damage caused by defects not observable by EEI, or units or parts returned to use against the advice of EEI.

- D. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this Agreement.

15. DISCLAIMERS:

- A. EEI DISCLAIMS ANY LIABILITY FOR ANY WORK PRODUCT WHICH IS DERIVED FROM INFORMATION PROVIDED TO EEI BY CLIENT OR ARRANGED TO BE PROVIDED BY CLIENT, UNLESS EEI OTHERWISE CONSENTS IN WRITING. EEI IS ALLOWED TO RELY UPON PRIOR INFORMATION FROM ANY SOURCE WITHOUT LIABILITY, INCLUDING ANY PRIOR PLANS, SPECIFICATIONS, RENDERINGS, SCHEMATICS, AS-BUILTS, RECORDED DOCUMENTS, OR OTHERWISE, UNLESS EEI KNEW OR SHOULD HAVE KNOWN OF THE INACCURACY OF SUCH INFORMATION. EEI IS NOT RESPONSIBLE FOR WORK PERFORMED BY OTHERS NOT UNDER THE DIRECT INSTRUCTION OR CONTROL OF EEI. EEI IS NOT RESPONSIBLE FOR WORKPLACE SAFETY UNLESS EXPRESSLY INCLUDED IN SERVICES PROVIDED BY EEI. EEI CANNOT GUARANTEE THAT ANY SPACE WILL BE COMPLETELY FREE OF MICROORGANISMS, INCLUDING VIRUSES, GERMS, MOLDS, FUNGI, DUST, OR ANY OTHER SUCH ELEMENTS, AND EEI IS NOT RESPONSIBLE FOR ANY CONDITIONS ARISING FROM THE PRESENCE OF MICROORGANISMS, WHETHER DURING OR SUBSEQUENT TO ANY SERVICES PROVIDED BY EEI.
- B. ENERGY SAVINGS ESTIMATES – EEI DOES NOT GUARANTEE THAT ENERGY SAVINGS WILL BE ACHIEVED AND SUCH ESTIMATES SHOULD BE USED AS AN INDICATION ONLY OF POTENTIAL SAVINGS. ACTUAL SAVINGS MAY DIFFER DUE TO FACTORS UNKNOWN TO EEI OR OTHER FACTORS NOT IN OUR CONTROL.

16. Miscellaneous Provisions

- A. This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, and assigns of EEI and Client. Neither party may assign this Agreement without the consent of the other party, which shall not be unreasonably withheld.
- B. All services are on a non-exclusive basis, including SaaS services.
- C. Unless prohibited under an existing Non-Disclosure Agreement, EEI may include Client's name and logo in its customer lists and on its website.
- D. The failure by either party, at any time, to enforce or to require strict compliance or performance of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way its rights at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach of such provision. No waiver shall be effective unless in writing and signed by the waiving party.
- E. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State in which the project is located. If any term of this Agreement is held to be invalid or unenforceable, that term shall be modified to accomplish the original intent to the extent feasible, and the remainder of the Agreement shall remain in full force.
- F. All negotiations, proposals, and agreements prior to the date of this Agreement are merged and superseded by this Agreement. This Agreement constitutes the entire

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

Agreement between the parties and no changes, modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized officers. This Agreement shall not be construed as granting any rights to any third party based on the theory of third-party beneficiary or otherwise.

- G. In the event conflicts arise under this Agreement between EEI and Client, both parties agree that all disputes arising out of, or relating to, this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. If non-binding mediation is unable to resolve these conflicts, both parties further agree to resolve their disputes through binding arbitration, as allowed by the laws governing the State in which the project is located, and

pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be conducted in the city in which the project located, or the next closest city where such services are available.

- H. Force Majeure. EEI shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of EEI, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

END OF DOCUMENT



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 9/26/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

FIRE

Bid #

Contact Name/Phone

LANCE DAHL (509)625-7005

Requisition #

CR 26759

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 - BRUSH AND FUELS SERVICE AGREEMENT WITH DEPARTMENT OF

Agenda Wording

Agreement to provide Washington Conservation Corps members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of \$1,878,000. This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 54,015

Current Year Cost \$ 54,015

Subsequent Year(s) Cost \$ 0

Narrative

Original grant award of \$1,878,000 with a 25% match required (\$375,000) over 5 years. The City has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025.

Amount

Budget Account

Expense \$ 54,015

1440-93546-22200-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

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Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
TPRINCE@SPOKANECITY.ORG	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Brush and Fuels Service Agreement w/ Dept. of Ecology
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of \$1,878,000.</p> <p>Given the scope of the work to be done and the timeline, the department would like to partner with multiple agencies and/or contractors to increase work crew availability.</p> <p>This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$54,015</u> Current year cost: \$54,015 Subsequent year(s) cost: \$0	
Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) .) The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.	
Operations Impacts (If N/A, please give a brief description as to why)	

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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



AGREEMENT NO WCC-24016

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY

AND

City of Spokane, Spokane Fire Department (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2024 and be completed on 9/30/2025 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$54,015. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @ 1385/day	\$54,015
Total SPONSOR Cost	\$54,015
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$294,107 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$40,896 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account

transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

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.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share 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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and 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 restrictions.

GOVERNING LAW AND VENUE

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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

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:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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 it 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 subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and

local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 164 days (approximately 41 weeks) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 2, 2023 and no later than October 16, 2023 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 16, 2024. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

9/30/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

FIRE

Bid #

RFP#6161-24

Contact Name/Phone

LANCE DAHL (509)625-7005

Requisition #**Contact E-Mail**

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION -

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The American Fire Fighter Co. contract will be awarded with an annual amount not to exceed \$150,000.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 75,000

Current Year Cost \$ 75,000

Subsequent Year(s) Cost \$ 75,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	NEIWERT, DARIN D.
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

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Thea Prince tprince@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

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

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org (509) 435-7002
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	STARS vehicle purchase approval
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City currently holds agreement OPR 2022-0202 between The City of Spokane and Spokane Treatment and Recovery Services (STARS). The agreement requires the City of Spokane to provide a new vehicle every (5) years. The current frontline vehicle is a 2016 Ford Transit van. Due to vehicle supply chain issues, the City of Spokane is (3) years past due in supplying STARS with a new vehicle. To successfully navigate winter driving conditions, STARS has requested the new vehicle be All Wheel Drive (AWD) capable. SFD is requesting approval to purchase a 2024 Chevrolet Tahoe LS AWD diesel-powered vehicle or similar.</p> <p>Requesting approval of one (1) vehicle that meets the needs of STARS and follows current City SMC. Estimated costs below but final amount will be based on lowest quoted amount available.</p> <ul style="list-style-type: none"> • Basic Vehicle Cost --\$60,450 for (1) 2024 Chevrolet Tahoe LS (including dealer documentation fees). • Availability – In stock and available for immediate purchase.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$66,011 (est.) including WA State Sales Tax Current year cost: \$66,011 Subsequent year(s) cost: Annual maintenance/repair costs</p> <p>Narrative: ARPA funding allocated via ORD C36520.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? No, one-time funding source.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? This vehicle will be deployed in all areas of the City of Spokane.</p>	

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

Fuel expense data and maintenance/repair costs will be monitored to ensure they are meeting targets. Patient care data is collected via patient care reports.

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 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?

This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives. 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.

VEHICLE PURCHASE AGREEMENT



Dealer KENDALL CHEVROLET LLC

CUST# 2748678

Salesperson DARWIN L MCCOY

DEAL# 17047

Salesperson _____

Purchaser SPOKANE FIRE DEPARTMENT

Date 09/19/2024

Co-Purchaser _____

Date 09/19/2024

Address 44 W RIVERSIDE AVE City SPOKANE State WA Zip 99201 Phone _____

EMAIL: dstockdill@spokanecity.org

New Vehicle

Purchaser hereby agrees to purchase from Dealer, on the terms and conditions specified, the following

Used as set forth below:

Stock No.	Year	Lic. No.	Make and Description	ID No.
C15991	2024		CHEVROLET TRUCK TAHOE	1GNSKMKT0RR282707

Vehicle Odometer Shows 5 Miles

See Section 2 of page 2 for your rights if delivery is delayed or the Manufacturer fails to deliver the Vehicle

IMPORTANT WARRANTY INFORMATION

DEALER HAS NOT MADE ANY WARRANTY WITH RESPECT TO THIS VEHICLE OR RELATED GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE, GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty or Purchaser has at the time of sale or within 90 days after the time of sale entered into a service contract in connection with the sale of the Vehicle, in which case such implied warranties shall be limited to the duration of the written warranty or service contract.

LIMITATION OF DAMAGES

DEALER SHALL NOT BE LIABLE FOR AND PURCHASER SHALL NOT BE ENTITLED TO RECOVER DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO PURCHASER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN PURCHASER'S TRADE-IN.

BUYER'S GUIDE DISCLOSURE

The information you see on the window form for this Vehicle forms a part of this Agreement. Information on the window form overrides any contrary provisions in this Agreement.

TRADE-IN RECORD 1	TRADE-IN RECORD 2	Cash Price of Vehicle	
Make	Make	at Time of Delivery	\$ 59985.00
Year	Year	Trade-in Allowance Veh 1	\$ N/A
Model	Model	Trade-in Allowance Veh 2	\$ N/A
Motor/Serial No.	Motor/Serial No.	Less Payoff	\$ N/A
License No.	License No.	Net Allowance	\$ N/A
Vehicle Odometer Shows	Vehicle Odometer Shows	SUB TOTAL	\$ 59985.00
		DMV Fees	\$ 30.00
		Dealer Title and Registration Document Preparation Service Fee	\$ 215.00
		Rebates	\$ N/A
		Sales or Use Tax	\$ N/A
		Deposit <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash <input type="checkbox"/> Check	\$ N/A
		NET UNPAID BALANCE	\$ 60230.00

YOU AND THE DEALER HAVE AGREED THAT THE MOTOR VEHICLE WILL BE DELIVERED TO YOU PRIOR TO THE PURCHASE. IF FINANCING CANNOT BE ARRANGED ON THE TERMS AND WITHIN THE TIME PERIOD AGREED UPON IN THE AGREEMENT, THE AGREEMENT IS NULL AND VOID. In that event, Purchaser shall immediately return the Vehicle to Dealer and section 5 of page 2 shall apply.

(X) The payoff amount for the Trade-In is estimated. Purchaser will pay to Dealer any shortage if the payoff amount is higher than estimated. Dealer will refund to Purchaser any overage if the payoff amount is lower than estimated.

(X) Purchaser guarantees clear title to Trade-in.

(X) BALANCE to be paid in 1 monthly payments of \$ 60473.81

FINANCING DISCLOSURES

If the Vehicle is to be financed through the dealer, the annual percentage rate may be negotiated with the Dealer and may exceed the annual percentage rate charged by the financial institution. Dealer may receive compensation for processing or arranging financing for the sale.

** CORP. ACTIVITY TAX SURCHARGE \$ 243.81

TOTAL ADDITIONAL CHARGES \$ 243.81

FINANCE CHARGES \$ N/A

AMOUNT TO FINANCE: 60473.81 CONTRACT BALANCE \$ 60473.81

Annual Percentage Rate 0.00

IMPORTANT WARRANTY INFORMATION

DEALER HAS NOT MADE ANY WARRANTY WITH RESPECT TO THIS VEHICLE OR RELATED GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE, GOODS OR SERVICES, unless Dealer delivers to Purchaser a separate written warranty or Purchaser has at the time of sale or within 90 days after the time of sale entered into a service contract in connection with the sale of the Vehicle, in which case such implied warranties shall be limited to the duration of the written warranty or service contract.

LIMITATION OF DAMAGES

DEALER SHALL NOT BE LIABLE FOR AND PURCHASER SHALL NOT BE ENTITLED TO RECOVER DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO PURCHASER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN PURCHASER'S TRADE-IN.

BUYER'S GUIDE DISCLOSURE

The information you see on the window form for this Vehicle forms a part of this Agreement. Information on the window form overrides any contrary provisions in this Agreement.

Table with columns for TRADE-IN RECORD 1, TRADE-IN RECORD 2, and Cash Price of Vehicle. Includes fields for Make, Year, Model, Motor/Serial No., License No., Vehicle Odometer Shows, and vehicle pricing details like Net Allowance, DMV Fees, and NET UNPAID BALANCE.

YOU AND THE DEALER HAVE AGREED THAT THE MOTOR VEHICLE WILL BE DELIVERED TO YOU PRIOR TO THE PURCHASE. IF FINANCING CANNOT BE ARRANGED ON THE TERMS AND WITHIN THE TIME PERIOD AGREED UPON IN THE AGREEMENT, THE AGREEMENT IS NULL AND VOID. In that event, Purchaser shall immediately return the Vehicle to Dealer and section 5 of page 2 shall apply.

(X) The payoff amount for the Trade-In is estimated. Purchaser will pay to Dealer any shortage if the payoff amount is higher than estimated. Dealer will refund to Purchaser any overage if the payoff amount is lower than estimated.

(X) Purchaser guarantees clear title to Trade-in.

(X) BALANCE to be paid in 1 monthly payments of \$ 60473.81

each, payable on the same day of each month beginning 09/19/2024 and additional payments as follows:

Table for FINANCING DISCLOSURES. Includes rows for ** CORP. ACTIVITY TAX SURCHARGE (\$ 243.81), TOTAL ADDITIONAL CHARGES (\$ 243.81), FINANCE CHARGES (\$ N/A), and AMOUNT TO FINANCE: 60473.81.

FINANCING DISCLOSURES: If the Vehicle is to be financed through the dealer, the annual percentage rate may be negotiated with the Dealer and may exceed the annual percentage rate charged by the financial institution. Dealer may receive compensation for processing or arranging financing for the sale.

EXCLUSIVE ARBITRATION AGREEMENT: PURCHASER ACKNOWLEDGES THAT ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE VEHICLE SHALL BE RESOLVED, EXCLUSIVELY AND FINALLY, BY ARBITRATION, AS FURTHER DESCRIBED IN SECTION 10 ON PAGE 2 OF THIS AGREEMENT. PURCHASER X _____

EXTENDED SERVICE PROTECTION WAIVER: Purchaser acknowledges that Dealer offered to sell Purchaser extended service protection. Purchaser elects not to purchase extended service protection. Instead, Purchaser will purchase the Vehicle AS IS, subject to all defects, and will assume the entire cost of any necessary service or repairs, except to the extent of any written warranty delivered by Dealer to Purchaser. PURCHASER WAIVES ALL RIGHTS, IF ANY, TO THE EXTENDED SERVICE PROTECTION. PURCHASER X _____

LIEN HOLDER TO BE: _____ PAY OFF TO: _____

PURCHASER REPRESENTS THAT PURCHASER READ AND UNDERSTANDS THE PROVISIONS OF THE AGREEMENT, INCLUDING PROVISIONS PRINTED ON PAGE 2, ALL OF WHICH PURCHASER AGREES ARE PART OF THIS AGREEMENT. Signature of Purchaser _____ Signature of Co-Purchaser _____ ACCEPTED: [Signature] By _____ Dealer's Representative

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.



**CITY OF SPOKANE
PURCHASING**
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3316
TELEPHONE (509) 625-6400
FAX (509) 625-6413

Purchase Order Number

PO-202960-000

This number must appear on all invoices, papers and shipments

Vendor: KENDALL CHEVROLET LLC
P.O. BOX 1318
EUGENE OR 97440

Ship To: FIRE/EMS
CITY OF SPOKANE
44 W RIVERSIDE AVENUE
SPOKANE WA 99201

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
THEA PRINCE		509-625-6403	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		2024 TAHOE LS DIESEL			59,985.00
		DOC FEE			215.00
		DMV FEE			30.00
		CORPORATE ACTIVITY TAX SURCHARGE			243.81
ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED				Total	60,473.81

AUTHORIZED SIGNATURE

STANDARD TERMS & CONDITIONS

1. **TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
2. **CHANGES:**
 - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Purchasing Director or above-named buyer.
 - B. In no event will the City agree to any disclaimer of warranties.
 - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
3. **FREIGHT TERMS:**
 - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
 - B. Packing lists shall be enclosed in every box or package.
 - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
4. **ORDERING POLICY:**
 - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
 - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd

9/26/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

POLICE

Bid #

RFQ 6228-24

Contact Name/Phone

JACQUI 4109

Requisition #

Contact E-Mail

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - APPROVAL OF VALUE BLANKET FOR POLICE DEPARTMENT

Agenda Wording

Approval of Value Blanket for Police Department ammunition with an amount not to exceed \$195,000 per year.

Summary (Background)

In September 2024, Spokane Police sent out a request for bids for ammunitions - RFQ 6228-24. San Diego Police Equipment won the bid to provide ammunition to the department for 2 years with the option of three (3) one-year renewals upon written agreement. Four companies responded and it was determined that we would award to San Diego Police Equipment as the lowest overall bid, allowing SPD to not have to award to multiple vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ not to exceed 195,000.00

Current Year Cost \$ 195,000.00

Subsequent Year(s) Cost \$ 780,000.00

Narrative

This is a recurring, annual expense that is budgeted with the Police operating fund.

Amount

Budget Account

Expense \$ 195,000.00

0680-11460-21400-53206-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Worksheet
 Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity
Bid Price Ratio				
Total Extended				
.380 Caliber				
#1	Speer Gold Dot .380	Base	Case	1
#2	95 grain FMJ	Base	Case	1
#3	.380 ACP Frangible	Base	Case	1
.38 Caliber				
#1	Speer Gold Dot 38+P 135 grain	Base	Case	1
#2	.38 130 grain FMJ	Base	Case	1
9mm				
#1	Speer Gold Dot 147 grain	Base	Case	1
#2	147 grain FMJ	Base	Case	1
#3	100 grain Frangible	Base	Case	1
.40 Caliber				
#1	Speer Gold Dot 180 grain	Base	Case	1
#2	180 grain FMJ	Base	Case	1
#3	125 grain Frangible	Base	Case	1
.45 Caliber				
#1	Speer Gold Dot 230 grain	Base	Case	1
#2	230 grain FMJ	Base	Case	1
#3	155 grain Frangible	Base	Case	1

.223 Caliber

#1	Speer Gold Dot 62 grain	Base Case	1
#2	55 grain FMJ	Base Case	1
#3	42 grain Frangible	Base Case	1

.308 Caliber

#1	Federal 168 grain Tactical Tip Matchking	Base Case	1
#2	Federal 168 grain Tactical Bonded Tip	Base Case	1

12 gauge

#1	Federal controlled flight 00 Buck	Base Case	1
#2	71.2 shot	Base Case	1
#3	1 ounce slugs	Base Case	1

FX Marking

#1	.38 Simunition Training Ammo	Base Case	1
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Cartridges

#1	Speer 9mm Force on Force	Base Case	1
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Extended Estimate chris@dooleyenterprises.com International Cartridge Corporation

	100%	97%
	\$3,044.00	\$3,144.68
	\$261.00	\$554.75
	\$0.00	\$0.00
	\$261.00	\$0.00
	\$0.00	\$554.75
	\$325.00	\$0.00
	\$0.00	\$0.00
	\$325.00	\$0.00
	\$269.00	\$518.17
	\$0.00	\$0.00
	\$269.00	\$0.00
	\$0.00	\$518.17
	\$296.00	\$640.91
	\$0.00	\$0.00
	\$296.00	\$0.00
	\$0.00	\$640.91
	\$343.00	\$604.58
	\$0.00	\$0.00
	\$343.00	\$0.00
	\$0.00	\$604.58

\$462.00	\$826.27
\$0.00	\$0.00
\$462.00	\$0.00
\$0.00	\$826.27
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$1,088.00	\$0.00
\$0.00	\$0.00
\$360.00	\$0.00
\$728.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

San Diego Police Equipment Co Inc
36%
\$8,549.35
\$775.62
\$436.10
\$339.52
\$0.00
\$929.65
\$514.75
\$414.90
\$1,177.14
\$445.12
\$249.30
\$482.72
\$1,374.92
\$501.10
\$313.95
\$559.87
\$1,610.00
\$565.10
\$352.45
\$692.45

Lawmen Supply Company of New Jersey Average

32%

\$9,476.50
\$1,555.00
\$665.00 \$275.28
\$365.00 \$241.38
\$525.00 \$269.94
\$950.00
\$525.00 \$259.94
\$425.00 \$291.23
\$1,174.00
\$420.00 \$216.28
\$249.00 \$191.83
\$505.00 \$376.47
\$1,358.50
\$488.00 \$247.28
\$295.00 \$226.24
\$575.50 \$444.07
\$1,563.00
\$338.00 \$225.78
\$540.00 \$308.86
\$685.00 \$495.51

\$1,095.39		\$1,147.00	
\$342.62		\$334.00	\$169.16
\$271.23		\$288.00	\$255.31
\$481.54		\$525.00	\$458.20
\$1,067.38		\$676.00	
\$641.20		\$274.00	\$228.80
\$426.18		\$402.00	\$207.05
\$519.25		\$705.00	
\$217.20		\$420.00	\$159.30
\$89.95		\$90.00	\$134.99
\$212.10		\$195.00	\$283.78
\$0.00		\$0.00	
\$0.00		\$0.00	\$0.00
\$0.00		\$348.00	
\$0.00		\$348.00	\$87.00



CITY - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

REQUEST FOR QUOTES

<p><u>QUOTE NUMBER:</u> RFQ 6228-24</p> <p><u>QUOTE TITLE:</u> Police Ammunition</p> <p><u>QUOTE COORDINATOR:</u> Michelle Loucks, Police Purchasing</p> <p><u>QUESTION DEADLINE:</u> September 9, 2024 2:00pm</p> <p>Note: City of Spokane is hereinafter referred to as "<u>City</u>"</p>	<p><u>QUOTE DUE DATE:</u> September 13, 2024 3:00pm</p> <p><u>QUOTE SUBMITTAL:</u> All Quotes shall be <u>submitted electronically</u> through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
--	--

BIDDER INFORMATION

QUOTE SUBMITTED BY: COMPANY _____ **CONTACT NAME** _____

MAILING ADDRESS _____

PHYSICAL ADDRESS IF DIFFERENT _____

PHONE NUMBER _____ **E-MAIL ADDRESS** _____

SIGNATURE: _____

Signature here will confirm compliance with all instructions, terms, and conditions of this Request for Quote and agreement to supply product at pricing, terms and conditions offered.

DESCRIPTION: The City of Spokane Police Department is requesting quotes for Duty, Training and Frangible ammunition.

Delivery time is a consideration in award. Delivery time after receipt of order: _____

All Freight/Delivery charges are the responsibility of the winning vendor and included in unit price. F.O.B. Delivery Point: City of Spokane Police Department, 2302 N Waterworks St, Spokane, WA 99212.

PAYMENT BY CREDIT CARD: Vendor will accept credit card YES NO. If so, state any additional charge or discount for credit card payments. _____.

ADDITIONAL ITEMS: The City reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If yes, prices are good until further written notice. YES NO

FEDERAL FUNDING: This project may be funded by federal grant monies. Firms are warned to take into consideration applicable federal requirements in making their Quote. Funding may come from Department of Justice Grants, Justice Assistance Grants, or other Federal Grants.

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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm 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.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER: State name(s) and address(s) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP

MINORITY BUSINESS ENTERPRISE: Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. The City actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

SMALL BUSINESS: Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PCB QUESTIONNAIRE: In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB’s). Moreover and consistent with SMC 7.06.172(B), the City, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			
If so were PCBs found at a measureable level?			
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			
If so attach the results or note from whom the results can be obtained.			

Do you have reason to believe the product contains measureable levels of PCBs?			
Do you have reason to believe the product packaging contains measureable levels of PCBs?			

MINIMUM SPECIFICATIONS: The following are the minimum acceptable specifications. The City will make final determination of product meeting minimum specifications.

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. The City will make final determination of product meeting minimum specifications. The City may request a sample at no charge for testing and evaluation. Samples, if requested, can be picked up/shipped back at Vendor’s cost after evaluation.

Acknowledge each specification shown by initialing in column A if product quoted is exactly as identified or by initialing in Column B if item quoted is an equal or alternate. **NOTE:** All equals/alternates require explanation. (Use additional paper if needed)

MINIMUM SPECIFICATIONS CALLED FOR: ALL duty ammo <u>must be Speer Gold Dot only</u>; Practice ammo can be Winchester or Federal <u>only</u>; Frangible ammo <u>must be Federal only</u>.			TO BE SUPPLIED	EXCEPTIONS
.380 Caliber	Speer Gold Dot .380	Duty Ammo		
.380 Caliber	95 grain FMJ	Practice Ammo		
.380 Caliber	.380 ACP Frangible			
.38 Caliber	Speer Gold Dot 38+P 135 grain	Duty Ammo		
.38 Caliber	.38 130 grain FMJ	Practice Ammo		
9mm Caliber	Speer Gold Dot 147 grain	Duty Ammo		
9mm Caliber	147 grain FMJ	Practice Ammo		
9mm Caliber	100 grain Frangible			
.40 Caliber	Speer Gold Dot 180 grain	Duty Ammo		
.40 Caliber	180 grain FMJ	Practice Ammo		
.40 Caliber	125 grain Frangible			
.45 Caliber	Speer Gold Dot 230 grain	Duty Ammo		
.45 Caliber	230 grain FMJ	Practice Ammo		
.45 Caliber	155 grain - Frangible			
.223 Caliber	Speer Gold Dot 62 grain	Duty Ammo		
.223 Caliber	55 grain FMJ	Practice Ammo		
.223 Caliber	42 grain- Frangible			
.308	Federal 168 grain Tactical Tip Matchking			
.308	Federal 168 grain Tactical Bonded Tip			
12 gauge	Federal controlled flight 00Buck			
12 gauge	71.2 shot			
12 gauge	1 ounce slugs			
FX Marking	.38 Simunition Training Ammo Blue			
Cartridges:	Speer 9mm Force on Force Red			

SUBMISSION OF QUOTES

Quotes shall be submitted electronically through the City's online procurement system portal: <https://spokane.procurement.com> before the due date and time. Hard paper, e-mailed or faxed copies will not be accepted. Late Quotes shall not be accepted. **Vendors must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:**

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of Quotes.

EVALUATION OF QUOTES: Evaluation shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the City. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.

QUOTING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. If a Bidder claims error and requests to be relieved of award, the City will review and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.

ACCEPT/REJECT QUOTES: The City reserves the right to accept or reject any or all Quotes; to waive variance from the published specifications, to waive any informality in Quotes received, whenever it is in the City's best interest, and to accept or reject all or part of this Quote at prices shown. The City reserves the right to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.

AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the City, taking into consideration price and the other evaluation factors.

INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.

SALES TAX: The City is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

DELIVERY DEFAULT: The acceptance of late performance by the City shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. When items ordered are not delivered within the terms and time frame established by the contract, City may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PAYMENT TERMS: Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the Vendor and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

NON-COLLUSION: The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Quote.

INTERLOCAL PURCHASE AGREEMENTS: The City has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the quoted price, terms and conditions to the City and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Quote shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

TITLE: The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

PATENTS, TRADEMARKS AND COPYRIGHTS: The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold City harmless in the event of any infringement or claim thereof.

COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the City harmless against any claims arising from the violation thereof. It shall be the Vendor's responsibility to conform to and satisfy all State and Federal Laws and Standards for certification.

CONTRACT DISPUTES: Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington. If Vendor is adjudged to be in default, he/she shall pay to the City all costs and expenses, expended or incurred by the City in connection therewith, and reasonable attorney's fees.

RISK OF LOSS: Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

WARRANTIES: Vendor shall furnish standard warranty as well as any other warranty required in the Quote specifications. The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the City.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the City.

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 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 Vendor 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 Vendor.

ANTI-KICKBACK: No officer or employee of the City, 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 the contract.

SAVE HARMLESS: Vendor shall protect, indemnify and save the City harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

REJECTION: All items purchased herein are subject to approval by the City. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the City or returned, will be at the Vendor's risk and expense.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Value Blanket for department ammunition
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>In September 2024, Spokane Police sent out a request for bids for ammunitions – RFQ 6228-24. San Diego Police Equipment won the bid to provide ammunition to the department for 2 years with the option of three (3) one-year renewals upon written agreement.</p> <p>SPD is requesting approval of the value blanket agreement, with an amount not to exceed \$195,000 per year.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Not to exceed \$195,000.00</u></p> <p> Current year cost: \$195,000</p> <p> Subsequent year(s) cost: \$780,000</p> <p>Narrative: <u>This is a recurring, annual expense that is budgeted with the Police operating fund.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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? 	

Council Subcommittee Review

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

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) .)	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 9/25/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept INFORMATION TECHNOLOGY

Bid # 4430-18

Contact Name/Phone MICHAEL 625-6468

Requisition # CR26724

Contact E-Mail MSLOON@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 5300 RUBICON GLOBAL, LLC 5-YR SOFTWARE MAINTENANCE AND SUPPORT

Agenda Wording

The City selected Rubicon Global, LLC. to provide route management and telematics solutions. Contract term October 1, 2024, through September 30, 2029, for a total cost of \$682,746.00 plus applicable tax.

Summary (Background)

The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides the SWM and Streets department paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 682,746.00

Current Year Cost \$ 136,549.20 plus tax

Subsequent Year(s) Cost \$ 546,196.80 plus tax

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense \$ 49,116.75 # 4500-44200-37148-54201-99999

Expense \$ 99,721.88 # 4500-45100-37148-54201-99999

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	MARTINEZ, LAZ
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Robert Nelson rnelson@routeware.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	jsalstrom@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	10/7/2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	lmartinez@spokanecity.org 625-6979
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5300 Rubicon Global, LLC 5-yr Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides the SWM and Streets department paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. Contract term October 1, 2024, through September 30, 2029, for a total cost of \$682,746.00 plus applicable tax. The 2023 annual cost was \$157,819.00 plus tax. The 2024 annual cost is \$136,549.20. The reduction in cost is due to renegotiating the annual costs & discounts for a 5-year period. Total 5-year reduction is \$106,349.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$682,746.00</u></p> <p style="padding-left: 40px;">Current year cost: \$ 136,549.20 plus tax</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$ 136,549.20 plus tax</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>4500-44200-37148-54201: \$45,061.24</p> <p>4500-45100-37148-54201: \$91,487.96</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
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 – annual software 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 – annual software maintenance

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

Not applicable – annual software 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 Fleet Asset Management software.

Prepared For: City of Spokane, WA	Prepared By: Rubicon Global, LLC
Peggy Lund	Hurst Renner
klund@spokanecity.org	Hurst.renner@rubicon.com
509-625-6954	703-832-5299

This renewal proposal includes one pricing scenarios for the City of Spokane’s consideration. The pricing scenario continues to include the software sufficient to meet the City’s goals.

113 Subscriptions – BYOD

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 113 Base Software Subscriptions
- 113 Solid Waste Operation Subscriptions
- Ongoing account management services
- 24x7 technical support through Rubicon’s online help desk
- External hosting in a secure cloud environment

5 -YEAR AGREEMENT

	Description	List Price	Discount	Customer Price
YEAR 1	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 2	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 3	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 4	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 5	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
	TOTAL	\$1,288,200.00	<i>\$(605,454.00)</i>	\$682,746.00

Line-Item Pricing:

Rubicon's provides flexible pricing to meet each customer's needs. The following provides a break down of Rubicon's pricing SKUs included in this pricing proposal.

SKU	Description	Unit	Quantity	List Price
Base	Software – Recurring Monthly	p/vehicle	113	\$ 3,390.00
Solid Waste Operations	Software – Recurring Monthly	p/vehicle	113	\$ 18,080.00

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

Software-as-a-Service Pricing:

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to City of Spokane, WA at no additional cost.

Extensions:

- The fees for any extensions or renewals beyond Year 5 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline ("CPI Baseline") and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services ("CPI") as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are September 2024.



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: RUBICON GLOBAL, LLC

Business name: RUBICON GLOBAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-181-657

Business ID: 001

Location ID: 0001

Location: Active

Location address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

Mailing address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

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 d
Spokane General Business - Non-Resident				Active	Sep-30-2025	May-10-2018

Governing People May include governing people not registered with Secretary of State

Governing people	Title
RUBICON TECHNOLOGIES HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
RUBICON	Active	Aug-24-2021

The Business Lookup information is updated nightly. Search date and time: 8/20/2024 10:11:42 AM

Contact us

How are we doing?

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Don't see what you expected?

Check if your browser is supported



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: RUBICON GLOBAL, LLC

Business name: RUBICON GLOBAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-181-657

Business ID: 001

Location ID: 0001

Location: Active

Location address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

Mailing address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

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 d
Spokane General Business - Non-Resident				Active	Sep-30-2025	May-10-2018

Governing People May include governing people not registered with Secretary of State

Governing people	Title
RUBICON TECHNOLOGIES HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
RUBICON	Active	Aug-24-2021

The Business Lookup information is updated nightly. Search date and time: 8/20/2024 10:11:42 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services Inc. 45 Executive Drive Plainview NY 11803	CONTACT NAME: COMPLEX RISK NE	
	PHONE (A/C. No. Ext): 516-327-2700	FAX (A/C. No):
E-MAIL ADDRESS: riskcerts@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Atlantic Specialty Insurance Company		27154
INSURER B : Endurance American Specialty Insurance Company		41718
INSURER C : Berkley Insurance Company		32603
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Rubicon Global LLC
 950 E Paces Ferry Rd NE Ste 810
 Atlanta GA 30326

RUBITEC-01

COVERAGES**CERTIFICATE NUMBER:** 2032865798**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7110170740005	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7110170740005	4/4/2024	4/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110170740005	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4060467350005	4/4/2024	4/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B C	Cyber Liability incl. Tech E&O Crime			PRO30035360001 BCCR4500386323	4/4/2024 4/4/2024	4/4/2025 4/4/2025	Each Claim/Aggregate Limit of Insurance 5,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Professional Liability - Allied World National Assurance Co. - NAIC#10690 - Policy #03112806 - Eff. Date: 4/4/2024 - Exp. Date: 4/4/2025 Limit Each Act, Error or Omission/Aggregate - \$10,000,000 - Shared Aggregate with Contractors Pollution Legal Liability - Retention - \$25,000

Contractors Pollution Legal Liability - Allied World National Assurance Co. - NAIC#10690 - Policy #03112806 - Eff. Date: 4/4/2024 - Exp. Date: 4/4/2025 - Limit Each Occurrence/Aggregate - \$10,000,000 - Shared Aggregate with Contractors Professional Liability - Retention - \$25,000

Certificate holder is included as an additional insured in accordance with the policy provisions of the General Liability Policy as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, Washington
 915 North Nelson Street
 Spokane WA 99202

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE