

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



AGENDA FOR 12:00 P.M. MONDAY, JANUARY 6, 2025

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM January 6, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #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 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/DamhDTmjvxUm4HxG8>

AGENDA

I. Call to Order

II. Monthly Report/Update

1. 0680 - PHOTO RED MONTHLY UPDATE - MIKE MCNAB (0 minutes)
2. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)

III. Discussion Items

1. 0680 - UNIFORM OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
2. ORDINANCE IMPLEMENTING A COMMUNITY HEALTH IMPACT AREA - MAGGIE YATES/ADAM MCDANIEL (5 minutes)
3. ORDINANCE RELATING TO CREATING AN ALCOHOL IMPACT AREA - MAGGIE YATES/ADAM MCDANIEL (5 minutes)
4. STANDING COMMITTEE AND STAFF REPORTS - (10 minutes)

IV. Consent Items

1. 0620-CONTRACT AMENDMENT WITH ARCHBRIGHT (HUMAN RESOURCES)
2. 0620- STA-UNIVERSAL TRANSIT ACCESS PASS AGREEMENT THIRD AMENDMENT (HUMAN RESOURCES)
3. 2025 CITY INSURANCE PREMIUM RENEWALS (RISK MANAGEMENT)
4. RESOLUTION REGARDING INSURANCE PREMIUM PURCHASES (RISK MANAGEMENT)

V. Public Testimony

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **12:00 PM. February 3, 2025.**

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.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 01/06/2025

Committee Agenda type: Information Only

Date Rec'd 12/18/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

POLICE

Bid #

Contact Name/Phone

MIKE MCNAB 4115

Requisition #

Contact E-Mail

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red monthly update for November 2024

Summary (Background)

Photo Red Monthly Update for November 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 January 6th, 2025.

Statistic for Photo Red for the time frame of **November 1st, 2024 to November 30th, 2024.**

There were 1604 violations on the photo red system from **November 1st, 2024 to November 30th, 2024**. During the same time frame in 2023 there were 1657 violations, which is a decrease of 54 violations. All cameras are operational but we are gaining voluntary compliance with the system in place.

Statistic for Photo Speed for the time frame of **November 1st, 2024 to November 30th, 2024.**

There were 1638 violations on the photo speed system from **November 1st, 2024 to November 30th, 2024**. During the same time frame in 2023 there were 2039 violations. This is a decrease of 400 violations. All cameras are operational but we are gaining voluntary compliance with the system in place.

Executive Summary: Photo RED

November 1st, 2024 to November 30th, 2024

- Thor and second was the 1st highest with 296 violations
- Freya and 3rd was the 2nd highest with 274 violations.
- Division and Sprague was the 3rd highest with 203 violations.
- Browne and Sprague was the 4th highest with 188 violations.

Executive Summary: Photo SPEED

November 1st, 2024 to November 30th, 2024

- Longfellow Elementary was 1st highest with 509 violations.
- Ridgeview elementary was the 2nd highest with 346 violations.
- Willard elementary was the 3rd highest with 289 violations.
- Adams/ Ferris was the 4th highest with 250 violations.

***Current revenue of the system.**

Type of Revenue	2024 Initial/Adopted Budget	Budget/12 months or budget per month	11 months of budget	Actual through November 2024	variance to actual surplus/(shortfall)
Photo Red Fines	1,820,000	151,667	1,668,337	1,847,215	178,878
School Zone Fines	5,030,000	419,167	4,610,837	2,883,182	(1,727,655)

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:** 01/06/2025**Committee Agenda type:** Information Only**Date Rec'd** 12/30/2024**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)** ZZAPPONE BWILKERSON**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name** 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE**Agenda Wording**

Spokane Police Department Strategic Initiatives Monthly Update for January 2025

Summary (Background)

Spokane Police Department Strategic Initiatives Monthly Update for January 2025

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives
January 2025 Report



Public Safety and Community Health Committee Briefing

January 6, 2025



Excerpts of Commendations
(Personal Identifying Information has been removed)

A woman left a voice message is that she is a 71-year-old lady who moved to Spokane a month ago. She had some type of emergency last night that SPD and SFD responded to. All who responded were very compassionate, but she singled out **K9 Officer Anthony Guzzo** who she said came back in with his K9 Ghost and he was compassionate to the “nth degree.” She just wanted to let someone know about it and that she is so impressed with the “magnificent service” SPD and SFD provided to her.

Hi, **Captain [Matt] Cowles**. It was so nice to meet you in person last night. I wanted to thank you for the excellent job you did answering questions and responding to all the commentary at last night's meeting. You did a wonderful job responding with concise, professional and thoughtful information. It was obvious to me that you care deeply not just about doing a good job, but about the citizenry and city as a whole. I was impressed with your grace and composure. I think there should be a new rule that anyone who shares a complaint must also share a compliment or idea that is meaningful. It's easy to say what you don't like and what you're against. The real work in being an engaged citizen is talking about ideas you support and how to bring them to life in a meaningful way. I appreciate the time you are all devoting to just that.

At around 1:30AM on 11/24/2024, there was a group of people having a loud altercation/fight on the corner of Arthur and 13th. The situation was concerning, and we were worried that things could escalate. Before I could pick up my phone to call, there was an SPD unit driving by our house to address the situation. Just wanted to share that I appreciate the timely response and making us feel safe during a potentially violent situation in our community. **[South Precinct Officers.]**

I wanted to take the time to pass on my appreciation to your Chaplain program and pay special appreciation to **Chaplain Chris Murphy** who responded to my mother-in-law's house this past week when she passed. Chris was a gentle spirit who comforted all with passion/compassion and empathy for the shock that all were experiencing. His gentleness, yet firm solid "I'm Here For You" approach helped all through the day. We had a great conversation outside while getting some fresh air and enjoyed that we had a lot in common and were actually living in the same neighborhood. Please pass on my appreciation to Chris, and to all, for providing such caring service.

I just wanted to reach out one last time and thank you again for providing our Scouts with an amazing visit. They had such an amazing time and couldn't stop talking about all they got to learn and see. **[North Precinct Officers.]**



Internal Affairs Unit Update

Note: This report is completed before the end of the month, so year-end totals will not be available until the following month's report.

January 1 through November 30, 2024, Commendations and Complaints

Commendations Received: **Total: 175**

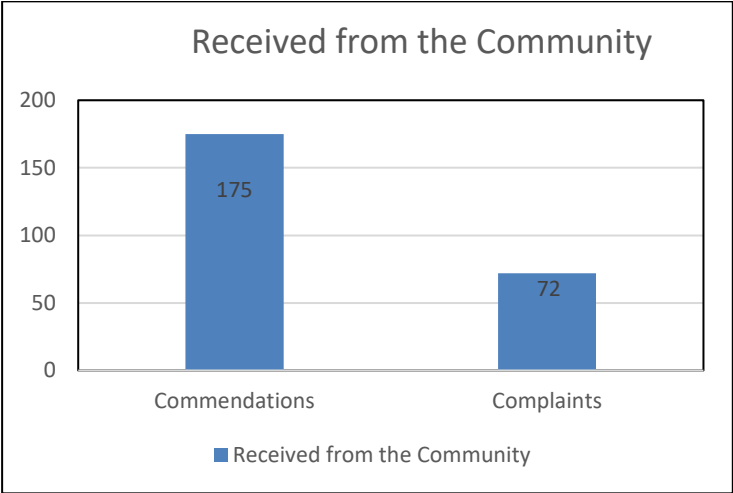
Complaints Received: **Total: 91 (72 from community)**

Closed Complaints: 32 (As of November 30, 2024)

Source of Complaints—January 1 through November 30, 2024

Received by the Office of Police Ombudsman	Total: 41
Received by the Spokane Police Department	Total: 50
Internally Generated by the SPD	Total: 19
Generated by the Community	Total: 72

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. The chart below shows commendations versus complaints from the community through November 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

From January 1 – November 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 Prosecutor Review):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Admin Panel Review, prior to the Chief's review.
- **Incident 2023-20238146 (Pending Administrative Investigation):** 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 prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.

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 Admin Panel Review, prior to the Chief's review.
- **Incident 2022-20156670 (Pending Deadly Force Review Board):** 2022-20156670 took place on September 4, 2022, near 2900 E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. SPD completed the administrative investigation.



- **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)**

Precinct Outreach – Connecting with the Community

Northwest Precinct

Officers visited the Holmes Elementary School Resource Fair



Officers participated in school visits at Indian Trail Elementary



Northeast Precinct

Northeast leadership and officers helped with the Heroes and Helpers event at Target.



South Precinct

South Precinct officers helped at Fresh Soul's Thanksgiving Event.



Coffee with a Cop at the South Grand Starbucks



Visit at Cataldo Preschool



Downtown Precinct

The Downtown Precinct is doing daily safety walks in the downtown area and passing out candy canes till the end of the year.



Investigations Update

Supervisors from the Investigative Division attended a DOJ/Human Rights Spokane Hate Crime Reporting Forum with Spokane Pride. The forum provided an opportunity to present elements of hate crime, mechanisms to report hate crime, and the need for reporting hate crime. SPD attended the forum to help create, build, and expand trust and relationships needed within the LGBTQ+ community.

License Plate Covers Prohibited

The Spokane Police Department is reminding citizens that the law prohibiting license plate covers goes into full effect January 1, 2025. Since June 6 of this year, officers were able to issue warnings to those who still had license plate covers.

As of January 1, 2025, officers will be able to issue citations under the new portion of the law. This new part of the law on how to display your plates clears up some ambiguous language in the previous law. The law under RCW 46.16a.200(5) and (7) now states, "License plates must be... kept clean and uncovered and be able to be plainly seen and read at all times...It is unlawful to use license plate holders, frames, covers, or other materials that conceal, obstruct, distort, change, alter, or make a license plate or plates illegible."

There are some exceptions, such as carrying temporary cargo that could obstruct the view of a license plate, or license plate frames that do not obscure license tabs or identifying letters or numbers on the plates, given the license plates can be plainly seen and read at all times.

It is a primary offense but not a moving violation. The ticket for this violation is currently \$237. More importantly, not having your plate obscured helps officers more quickly locate your vehicle should it be stolen.

SPD Volunteers at Events

One of the main goals of the Spokane Police Department is to engage with the community we serve. There are many ways to engage with the Spokane Police Department. SPD Cadets, Explorers, and Reserve Officers enjoyed helping at various outreach events this holiday season.

SPD Cadets and Reserve Officers at the Target Heroes and Helpers event and Salvation Army Shop with a Cop event.



SPD Cadets and Explorers at the Embrace Washington Santa Breakfast event for youth in foster care.



Interested in becoming a volunteer with SPD? Or learning about an internship experience? Learn more here:

- <https://my.spokanecity.org/police/volunteers/cadets/>
- <https://my.spokanecity.org/police/volunteers/explorers/>
- <https://my.spokanecity.org/police/volunteers/citizen/>
- <https://my.spokanecity.org/police/officer/internships/>



If you are interested in applying or have any questions, please contact the Volunteer Services Unit at 509.363.8283. Email your completed application as an attachment to volunteer@spokanepolice.org.

Behavioral Health Unit (BHU) Update

The Behavioral Health Unit is a regional unit staffed with SPD officers, Spokane County Sheriff's Office deputies, and Frontier Behavioral Health clinicians.

November 2024 Stats:

- Calls for service by BHU: 454
- Total time on-scene for calls for service: 14,969 minutes
- Unique individuals contacted: 141
- Contacts of a person in crisis: 246
- Individuals contacted for follow-up: 64
- 3.7% of contacts resulted in an arrest.
- 12% of calls resulted in Involuntary Detentions to the hospital.

Sergeant Dale Wells reports that his dispatch pilot program is going forward. SPD is learning how to do a better job getting information from law enforcement to Frontier Behavior Health (FBH). The 988 system is in place, but some people refuse to be transferred to 988 after they call 911. SPD is also targeting those who abuse the 911 system. One person, who has been offered many chances for treatment and refuses, made over 2800 calls to 911 this year alone. Another person made almost 300 calls, and BHU staff know his increased calls are related to his decompensating. BHU was able to contact him and get him medical treatment.

Anecdotal Success Story:

A person was in an adult care facility being disruptive, refusing medications, and throwing things. He had only been there for less than 24 hours because he had been discharged from the hospital. The client was not oriented to place or time and was unable to perform Adult Daily Living skills. The client was non-violent, but he was experiencing delusions and hallucinations. He was threatening to leave the facility, which is not a locked facility, and he was not able to care for himself. Citing grave disability for the individual, BHU staff took the man under protective custody under the Involuntary Treatment Act (ITA). He was transported via AMR to Deaconess North, where it was discovered he had a brain bleed. It is unknown to what degree the brain bleed affected his behavior. If left untreated, the brain bleed would have been life-threatening.

Spokane Police Foundation Helps the Community During the Holiday Season

With the help of community partners like Les Schwab, RESCU, Christian Brothers Automotive, and Salvation Army, the Spokane Police Foundation adopts families for Christmas. Families receive clothing, toys, and food. Some of the families are identified on patrol calls, while others are referred by counselors and social workers.





Below, volunteers from Spokane Police Foundation wrap presents with SPD Chaplains, employees from Les Schwab and RESCU, and board members from Teen & Kid Closet.



Teen & Kid Closet helps the Foundation by having the parents/grandparents of sponsored families come in and pick out clothes and shoes for the kids. Teen & Kid Closet donates lots of merchandise, helping the Foundation provide more gifts for each sponsored family.



The Spokane Police Foundation also applied for a grant with Target to help refugee youth buy clothing, shoes, and toys. The North Target and Foundation helped 26 kids on December 12.



Pictures from the Salvation Army Shop with a Cop event with Airway Heights Police Department.



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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Information Only**Date Rec'd** 12/30/2024**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)** ZZAPPONE BWILKERSON**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name** 0680 - UNIFORM OVERTIME REPORT**Agenda Wording**

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended December 21st, 2024. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	

Uniform OT thru period ended December 21st, 2024

Fund	2024 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,675,323	7,645,916	6,225,757	1,420,159
Public Safety & Judicial Grants	412,985	411,403	158,952	252,451
Public Safety Personnel Fund	-	-	-	-
Police TOTAL	8,088,308	8,057,319	6,384,708	1,672,610
Fire/EMS	4,850,000	4,831,418	5,943,900	(1,112,482)
Public Safety Personnel Fund	123,600	123,126	231,824	(108,698)
Fire TOTAL	4,973,600	4,954,544	6,175,724	(1,221,180)

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Discussion**Date Rec'd** 12/26/2024**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 01/27/2025**Submitting Dept** MAYOR**Bid #****Contact Name/Phone** MAGGIE 6753/6779**Requisition #****Contact E-Mail** MYATES@SPOKANECITY.ORG/AMCD**Agenda Item Type** First Reading Ordinance**Council Sponsor(s)** ZZAPPONE BWILKERSON PDILLON**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** ORDINANCE IMPLEMENTING A COMMUNITY HEALTH IMPACT AREA**Agenda Wording**

An ordinance implementing a Community Health Impact Area and public health measures to mitigate the impacts of addiction; adopting a new Division VII and Chapter 10.81 to the Spokane Municipal Code.

Summary (Background)

The City of Spokane recognizes the opioid crisis as a national public health epidemic and community safety issue. Due to record numbers of opioid overdoses in Spokane and the effectiveness of naloxone in reducing deaths from these overdoses, the City of Spokane seeks to prohibit any person or business selling or distributing smoking paraphernalia in downtown Spokane unless also providing overdose risk reduction supplies (naloxone) at no cost upon a transaction that includes smoking supplies.

What impacts would the proposal have on historically excluded communities?

See legislative findings.

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

The City of Spokane intends to use emergency medical services data, crime statistics, and public health information to establish a geographical area in the City of Spokane as a Community Health Impact Area to target policy and programmatic resources that mitigate the disproportionate public health and secondary neighborhood impacts of the addiction crisis.

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

The City shall publish on the City website quarterly data from the community health impact area. Data shall include but is not limited to likely overdose calls for service, crime statistics, and other relevant data.

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 aligns with Executive Order 2024-0006.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	SCOTT, ALEXANDER
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE
Distribution List	
	amcdaniel@spokanecity.org
myates@spokanecity.org	

ORDINANCE NO. C - _____

An ordinance implementing a Community Health Impact Area and public health measures to mitigate the impacts of addiction; adopting a new Division VII and Chapter 10.81 to the Spokane Municipal Code.

WHEREAS, the City of Spokane recognizes the opioid crisis as a national public health epidemic and community safety issue requiring an integrated response that includes overdose prevention, access to additional behavioral health and treatment resources, law enforcement action against illegal drug traffickers and dealers, and the revitalization of neighborhoods decimated by this crisis; and

WHEREAS, Death Certificate Data compiled by the Spokane Regional Opioid Task Force (SROTF) found that opioids accounted for 46% of overdose deaths in 2020, 68% in 2021, 73% in 2022, 82% in 2023, and 84% in 2024 (preliminary data); and

WHEREAS, preliminary data through December 16th, 2024, suggests 205 people in Spokane County have already died from opioid overdose in Spokane County this year; and

WHEREAS, In September 2024, Spokane County saw its highest number of Emergency Medical Services (EMS) calls for suspected overdose on record and its emergency department visit rate for non-fatal overdoses continues to outpace the state rate; and

WHEREAS, the percentage of people experiencing opioid overdoses in Spokane who were administered naloxone prior to EMS arrival is the lowest it has been since 2019; and

WHEREAS, smoking foil and pipes is the most common way individuals consume both fentanyl and methamphetamine; and

WHEREAS, and the Centers for Disease Control and Prevention in February 2024 found that smoking was the predominant method of consumption that resulted in overdose deaths in the Western United States; and

WHEREAS, there are multiple retail outlets in downtown Spokane that sell smoking supplies such as pipes, and foils marketed for legal use only despite acknowledgement by law enforcement that these products are generally being used for consuming illicit substances including synthetic opioids; and

WHEREAS, the City of Spokane seeks to prohibit any person or business selling or distributing smoking paraphernalia in downtown Spokane unless also providing

overdose risk reduction supplies (naloxone) at no cost upon a transaction that includes smoking supplies.

The City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.81 to Title 10 of the Spokane Municipal Code to read as follows:

Division VII	City of Spokane Community Health Programs
Chapter 10.81	Community Health Impact Areas
SMC 10.81.010	Scope and Purpose
SMC 10.81.020	Community Health Impact Area in Spokane's Downtown Police Precinct Area
SMC 10.81.030	Definitions
SMC 10.81.040	Overdose Risk Reduction Products Required
SMC 10.81.050	Violation and Penalties

Chapter 10.81 Community Health Impact Areas

Section 10.81.010 Scope and Purpose

A. The City of Spokane recognizes the addiction crisis as a public health and community safety issue requiring an integrated crisis response that includes overdose prevention, access to additional behavioral health and treatment resources, law enforcement action against illegal drug traffickers and dealers, and the revitalization of neighborhoods decimated by the addiction crisis. The City of Spokane finds that residents within some neighborhoods suffer disproportionately from the impacts of the addiction crisis and seeks to implement public health programs and strategies to mitigate these impacts.

B. The City of Spokane intends to use emergency medical services data, crime statistics, and public health information to establish a geographical area in the city of Spokane as a Community Health Impact Area to target policy and programmatic resources that mitigate the disproportionate public health and secondary neighborhood impacts of the addiction crisis.

Section 10.81.020 Community Health Impact Area in Spokane's Downtown Police Precinct Area

A. The geographical area encompassing the Spokane Police Department's Downtown Precinct is declared to be a community health impact area. This geographical area is shown in Exhibit A. The boundaries shall include properties located on both sides of the public right of-way that constitute the boundaries of the community health impact area as further depicted on the attached map.

B. The City shall publish on the City website quarterly data from the community health impact area. Data shall include but is not limited to likely overdose calls for service, crime statistics, and other relevant data.

Section 10.81.030 Definitions

A. "Agency" means the state of Washington, a county, municipal corporation, health district, school district, special taxing authority, postsecondary institutions, or federally-recognized Indian tribe.

B. "Distribute" or "Distribution" means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain

C. "Foil" also known as aluminum foil or tinfoil includes aluminum sheeting or leaves used for smoking tobacco, to cover or wrap food, or to line cooking equipment.

D. "Health care provider" means a person who is licensed, certified, registered, or otherwise authorized by the State of Washington to provide health care in the ordinary course of business or practice of a profession.

E. "Nonprofit Corporation" or "Nonprofit Organization" means a corporation, organization or limited liability corporation:

1. Formed and organized under chapter 24.03 RCW, and
2. In accordance with Internal Revenue Code sections 501(c)(3) or 501(c)(4), and as hereafter amended.
3. Where the term nonprofit organization is used, it is meant to include a nonprofit corporation or nonprofit limited liability corporation.

F. "Overdose risk reduction supplies" means at least one unopened box or package of Naloxone HCl Nasal Spray containing at least two single-dose nasal spray devices. Instructions for use shall be included in each unopened box.

G. "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.

H. "Pharmacy" means every place properly licensed by the Pharmacy Quality Assurance Commission where the practice of pharmacy is conducted as defined by RCW 18.64.011(32).

I. "Smoking supplies" means any equipment, product, or material of any kind which is used, intended for use, designed for use, to package, repack, store, contain, conceal,

ingest, inhale, or otherwise introduce tobacco of any form into the human body including, but not limited to:

1. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
2. Water pipes;
3. Carburetion tubes and devices;
4. Smoking and carburetion masks;
5. Roach clips, meaning objects used to hold burning material, such as a cigarette, that has become too small or short to be held in the hand;
6. Chamber pipes;
7. Carburetor pipes;
8. Electric pipes;
9. Air-driven pipes;
10. Chillums;
11. Bonges;
12. Ice pipes or chillers; and
13. Foils

“Smoking supplies” does not include cigarettes, cigars, matches, lighters, tobacco products as defined by RCW 82.26.010(21) or vapor products as defined by RCW 70.345.010.

J. “Supermarket”, as designated by the North American Industry Classification System, means a business where the primary business activity is retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. It does not include Convenience Retailers or Gasoline Stations with Convenience Stores as defined by the North American Industry Classification System.

K. “Transaction” means a purchase, sale, loan, gift, transfer, transmission, delivery, trade, exchange, extension of credit, or any other method of acquisition or disposition of smoking supplies.

Section 10.81.040 Overdose Risk Reduction Products Required

A. A person shall not distribute, sell or permit to be sold smoking supplies within a community health impact area unless the person also provides overdose risk reduction supplies at no cost upon a transaction that includes smoking supplies.

B. This section shall not apply to any agency, health care provider, pharmacy, supermarket, retail outlet regulated by RCW 69.50.357, or any nonprofit providing addiction treatment, harm reduction services, or distributing overdose risk reduction supplies.

10.81.050 Violation and Penalties

Any person violating this chapter shall be guilty of a Class 1 Civil Infraction. It shall not be a defense to an alleged violation that overdose risk reduction supplies were unavailable to the person distributing, selling or permitting the distribution or sale of smoking supplies.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

DRAFT



Memorandum

Office of the Mayor

DATE: December 26, 2024

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Paul Dillon – Chair, Public Safety and Community Health Committee

RE: Alcohol Impact Area | Community Health Impact Area

This memo recommends potential public health and crime reduction strategies to address the secondary impacts of addiction. This memo identifies both internal and external regulatory gaps and ultimately recommends an alcohol impact area within the downtown police precinct area as a public safety policy with a documented track record of reducing violent crime, shrinking narcotics violations, and lessening waste and litter on streets and right of ways in the city of Spokane. This memo also recommends a policy for expanding naloxone distribution to address the overdose crisis impacting the downtown police precinct area.

Executive Summary – Alcohol Impact Area

I. **Background:** The previous administration inadvertently repealed a pre-existing alcohol impact area, which regulated the sale of certain single use alcohol products for off-premises consumption.

II. **Issue:** The sale of single serve alcohol products for off-premises consumption creates dangerous public health and public safety outcomes, disproportionately impacting poor communities and communities of color.

III. Policy Recommendations

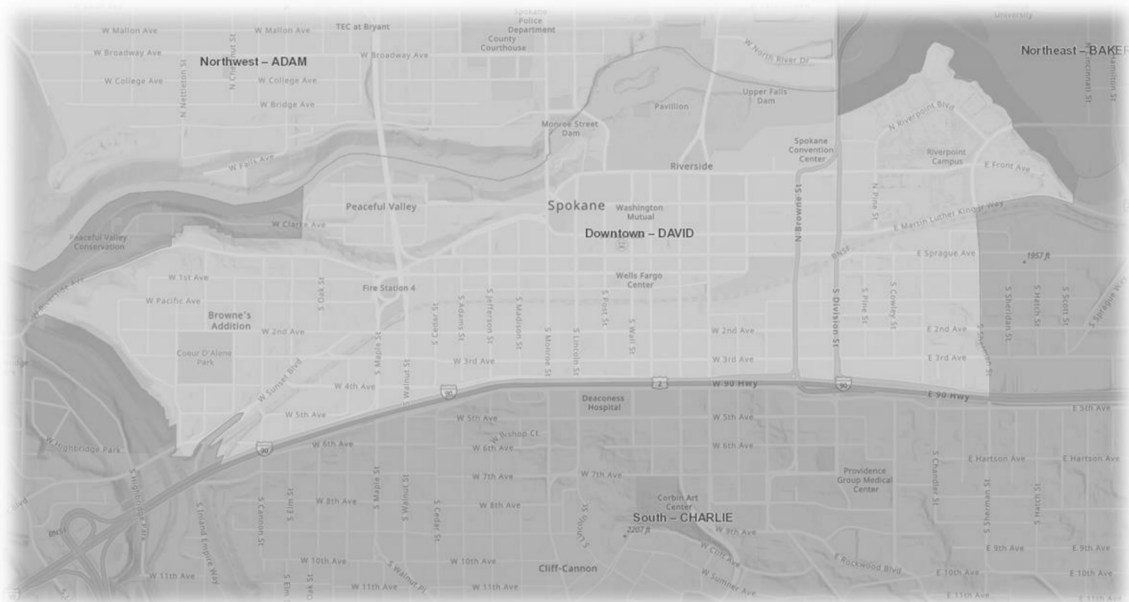
Reestablish an alcohol impact area for downtown Spokane to match the boundaries on the Spokane Police Department's downtown precinct.



2nd Avenue and Maple Street – October 23, 2024

Downtown Police Precinct Area

Census Tract 35, Census Tract 36.01, Census Tract 36.02, and a small part of Census Tract 145 fall within the Spokane Police Department’s downtown precinct area. The downtown precinct borders I-90 to the south, the Spokane River to the north, Latah Creek/High Bridge Park to the west, and Sherman Avenue to the east.



Census Tracts 35, 36.01 and 36.02 encompass the Riverside, Peaceful Valley, and Browne’s Addition neighborhoods, respectively. Over 9,000 Spokane residents live in these three census



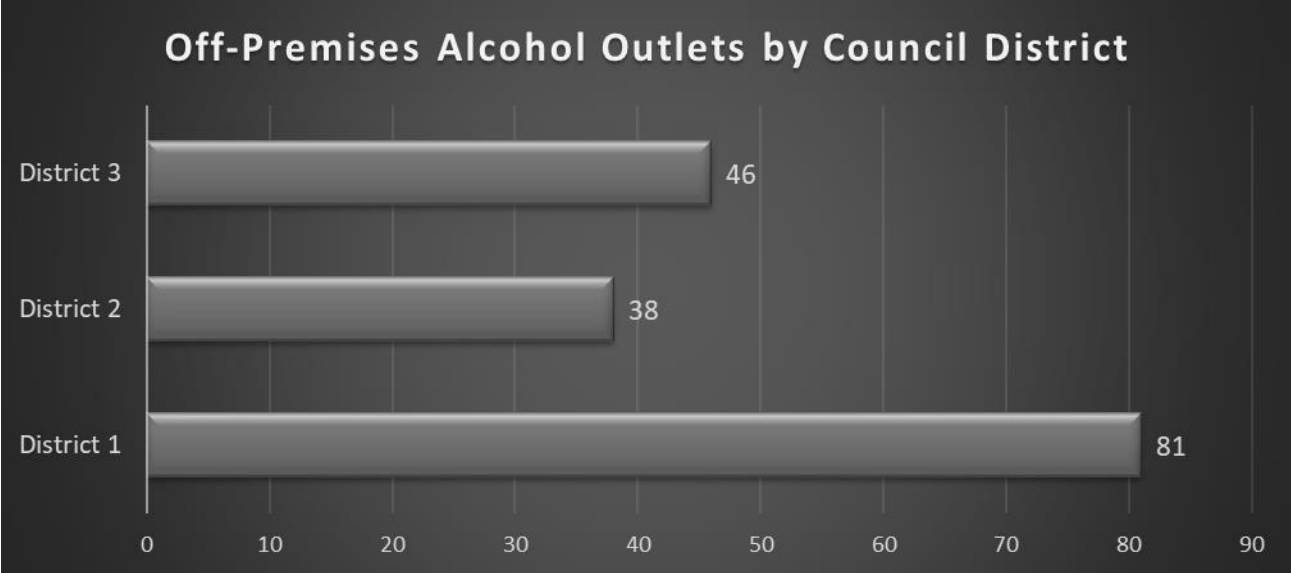
tracts – a population larger than the city of Medical Lake. These neighborhoods are racially more diverse than most other neighborhoods and have high Social Vulnerability Index (SVI) scores as measured by the Centers for Disease Control and Prevention (Agency for Toxic Substances and Disease Registry, 2024). Half of residents in the Riverside Neighborhood (Census Tract 35) live below the federal poverty line. Census Tract 35 has the lowest median household income of any census tract in the city, and all three neighborhoods have unemployment rates higher than the citywide rates.

Nearly 95% of Census Tract 35 residents are renters, and more than a quarter of residents in both Riverside and Browne’s Addition neighborhoods lack access to a vehicle (U.S. Census Bureau, 2024). Most of the downtown area is considered a food desert (Spokane Food Policy Council, 2016). Some residents formerly utilized the Rite Aid along Howard Street for basic food and grocery items but the store’s closure in 2023 necessitates many residents to depend on other off-premises alcohol outlets for basic food items. If Main Market Co-op closes, dependence on off-premises alcohol outlets for necessities will grow even greater (Billingham, 2024). Currently, nine of the fourteen SNAP retailers within the downtown police precinct area are convenience stores (U.S. Department of Agriculture, 2024).

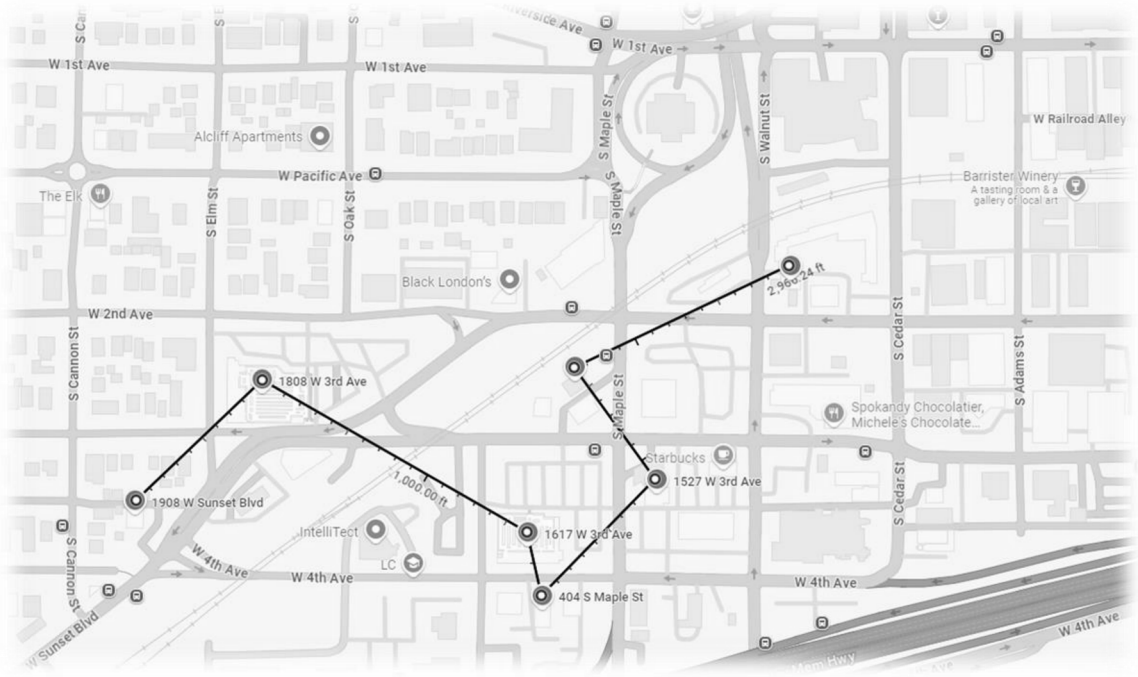
Historically, the Riverside Neighborhood suffered from the highest violent crime rate of any area in Spokane County while Browne’s Addition had the fourth highest violent crime rate in the county (Spokane Regional Health District, 2017). Current crime statistics show a reduction in violent crime year-to-date within the downtown police precinct area, however downtown Spokane is perceived as being “unsafe” (Greater Spokane Inc., 2024). The perception that downtown Spokane is “unsafe” has compounding social capital impacts on the residents living in these neighborhoods (Theall, Scribner, Cohen, Schonlau, & Farley, 2009). This perception may slow the physical property investments critical to improving public safety and enhancing public health within the neighborhood (Walter, Acolin, & Marie, 2024).

Off-Premises Alcohol Outlets (Liquor Stores/Convenience Stores)

Off-premises alcohol outlets include liquor stores and convenience stores selling liquor and high-octane alcohol products where patrons buy the alcohol to be consumed off-premises. As of early October 2024, there were 145 off-premises alcohol outlets licensed by the Washington State Liquor and Cannabis Board (LCB) or going through the licensing process in the city of Spokane. More than half of all off-premises alcohol outlets were in City Council District 1.



Multiple studies show that off-premises alcohol outlets are disproportionately located in communities with lower incomes and in neighborhoods with a higher percentage of non-white residents (Romley, Cohen, Ringel, & Sturm, 2007). The Riverside and Browne’s Addition neighborhoods have nearly three off-premises alcohol outlets for every 1,000 residents. Contrast this with the Southgate neighborhood, which boasts only 0.38 off-premises alcohol outlets for every 1,000 residents and Indian Trail which has 0.50 off-premises alcohol outlets for every 1,000 residents.



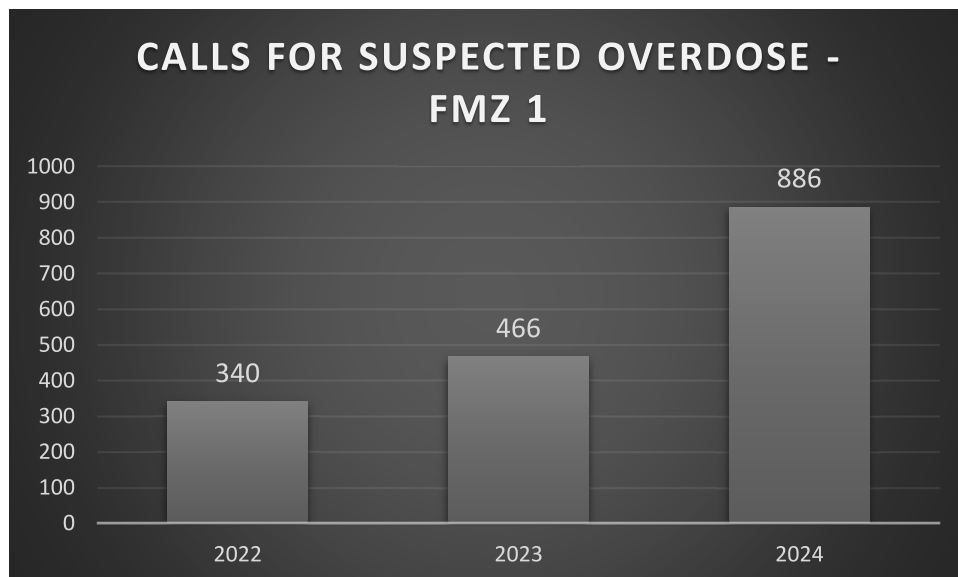
Seven Off-Premises Alcohol Outlets within 0.5 miles in downtown Spokane



Census Tract 145 has nearly four off-premises alcohol outlets for every 1,000 residents. Like the Riverside neighborhood, nearly half of residents in Census Tract 145 (East Central) live below the federal poverty line.

Alcohol and drug-related deaths continue to rise in Spokane County (Starks, Sharkova, Leibenguth, & Huber, 2024) Off-premises alcohol outlets have a significant effect on crime and the quality of life in neighborhoods (Fitterer, Nelson, & Stockwell, 2015). Off-premises alcohol outlets are associated with shootings (Osborne, Duggan, Shulman, & Cabeza, 2024), assaults (Miller, 2024), and robberies (Frint, 2024). There is even a strong association between off-premises alcohol outlets and the rate of pedestrian injuries (Nesoff, et al., 2018). The density of off-premises alcohol outlets in neighborhoods is a risk factor for youth and young adult substance use (U.S. Department of Health & Human Services, 2016).

Off-premises alcohol outlets in downtown Spokane are also places where drug activities take place (Sanford, We spent a weekend at Spokane's most notorious intersection. Here's what we saw., 2023). Unsurprisingly, public health research finds the proliferation of off-premises alcohol outlets is associated with higher rates of drug overdose. A study of the city of Baltimore published in the International Journal of Drug Policy found “each additional off-premises alcohol outlet was associated with a 16.6% increase in neighborhood overdose rate” (Nesoff, et al., 2021). The City of Spokane’s Fire Management Zone 1 serves the downtown police precinct area east of Lincoln Street to I-90 to the south and the Spokane River to the north. There are eight off-premises alcohol outlets within Fire Management Zone 1. Fire Management Zone 1 has seen an alarming increase in overdose calls over the last 3 years.



Spokane Fire Department Data - October 31, 2024

Off-Premises Alcohol Outlets in Downtown Spokane

There are seventeen active and licensed off-premises alcohol outlets in the downtown police precinct area and one licensee pending approval from the Washington State Liquor and Cannabis Board. Most of these off-premises alcohol outlets are traditional convenience retailers except for four supermarkets (Rosauers Supermarket, Downtown Grocery Outlet, Main Market Co-op, and PM Jacoy’s), a specialty wine shop (Vino! A Wine Shop), and a hotel (Best Western Plus City Center).

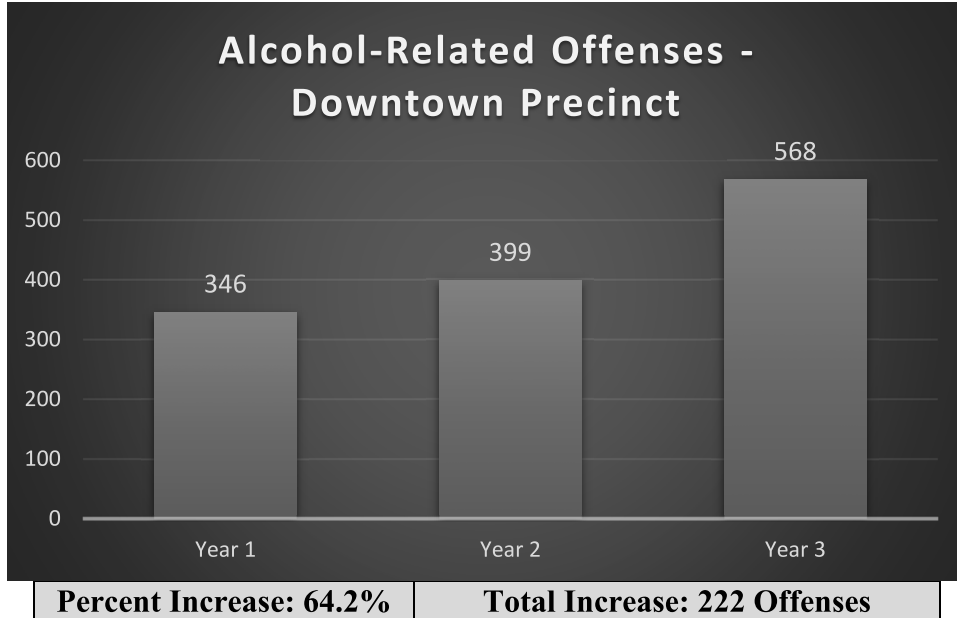
Off-Premises Licensee (Tradename)	Address	Hours
7-ELEVEN STORE #32703B	177 S DIVISION ST	24 Hours
BAINS LIQUOR MART MAPLE	404 S MAPLE ST	24 Hours
BAINS MART 2ND AVE	1428 W 2ND AVE	24 Hours
BEST WESTERN PLUS CITY CENTER	33 W SPOKANE FALLS BLVD	N/A
CITY FUEL	1527 W 3RD AVE	6:00am – 10:00pm
CONOCO FOOD MART	1602 W 3RD AVE	24 Hours
DIVINE 11 MIDCITY	822 W 2ND AVE	6:00am – 1:00am
DIVISION EXPRESS	3 EAST 3RD AVE	6:00am – 12:30am
DOWNTOWN QUICK STOP	10 N POST ST STE 102	6:00am – 12:00am
DOWNTOWN QUICK STOP 2	10 N POST ST STE 16	6:00am – 12:00am
DOWNTOWN QUICK STOP III ¹	501 W SPRAGUE AVE	
DOWNTOWN SPOKANE GROCERY OUTLET	1617 W 3RD AVE	8:00am – 9:00pm
MAIN MARKET CO-OP	44 W MAIN AVE	8:00am – 8:00pm
P M JACOY'S	402 W SPRAGUE AVE	7:00am – 7:00pm
ROSAUERS SUPERMARKETS #2	1808 W 3RD AVE	6:00am – 10:00pm
SUNSET GROCERY	1908 W SUNSET BLVD	24 Hours
THE PIGGY MART	932 W 3RD AVE	5:00am – 2:00am
VINO! A WINE SHOP	222 S WASHINGTON ST	10:00am – 7:00pm

Although crime is down year-to-date in the downtown police precinct area overall, alcohol-related incidents in the area have grown 64% over the last three years.²³

¹ Off-Premises liquor license is currently pending.

² Ernst, Spokane Police Department; **Method:** All police report offenses were reviewed using the FBI NIBRS flag “Offender suspected of using Alcohol”. Any offenses where that flag was set to Yes were included. Additionally, all statutes in the system were reviewed for key terms like “alcohol”, “liquor”, “open container”, and “DUI”. If the statute reflected alcohol use but the “Offender suspected of using Alcohol” flag was set to No or Unknown, the offense was counted anyway.

³ Year 1 is 10/1/2021 to 9/30/2022. Year 2 is 10/1/2022 to 9/30/2023. Year 3 is 10/1/2023 to 9/30/2024



Specifically, alcohol-related offenses within 1,000 feet of ten off-premises alcohol outlets within the downtown police precinct area are up over the same 3-year period.

<u>Licensee</u>	<u>Percent Increase – 3 Year Period</u>
7-ELEVEN STORE #32703B	108%
BAINS LIQUOR MART MAPLE	4%
CONOCO FOOD MART	30%
DIVINE 11 MIDCITY	44%
DIVISION EXPRESS	154%
DOWNTOWN QUICK STOP 1 & 2	106%
DOWNTOWN SPOKANE GROCERY OUTLET	23%
P M JACOY'S	114%
THE PIGGY MART	39%

Alcohol Impact Areas (AIA)

The purpose of an alcohol impact area is for local governments to mitigate illegal activities linked with the sale or public consumption of alcohol within a geographic area of their jurisdiction (Washington State Liquor and Cannabis Board, 2024). Certain conditions and

restrictions may be implemented on off-premises alcohol outlets including the limitation of hours of operation for off-premises sales, banning of certain alcohol items, and a prohibition on the sale of single-serve containers (Washington State Liquor and Cannabis Board, 2019).

As of October 2024, most of the off-premises alcohol outlets within the downtown police precinct area were selling high-octane alcohol products that were previously restricted less than two years ago within the downtown alcohol impact area.

Importantly, the petitioning local government is responsible for suggesting the conditions and restrictions for consideration of the Washington Liquor and Cannabis Board per Washington Administrative Code 314-12-215. In addition to LCB-adopted conditions and restrictions, local governments are given sixty days to register objections under RCW 66.24.010 to new liquor license applications within alcohol impact areas versus only twenty days for licenses outside of an alcohol impact area. Implementation of an alcohol impact area requires adoption of an ordinance by the Spokane City Council executing a six-month voluntary compliance period. The City will communicate to all off-premises alcohol outlet licensees in the area with a request to voluntarily comply with the conditions and restrictions. The LCB may formalize the conditions and restrictions if the licensees fail to comply with the conditions and restrictions placed by the voluntary alcohol impact area.

There are mandatory alcohol impact areas in large cities across Washington. All four cities with current alcohol impact areas have alcohol impact areas in their downtown core.

City	# of AIAs	Year Established
Seattle	2	1999
Tacoma	3	2008
Olympia	1	2014
Everett	1	2016

The first alcohol impact area was approved in Seattle’s Pioneer Square. In addition to certain product bans, the Pioneer Square alcohol impact area restricted the sale of off-premises alcohol between 6:00am and 9:00am and prohibited the sale of single serve containers (Nguyen, n.d.).

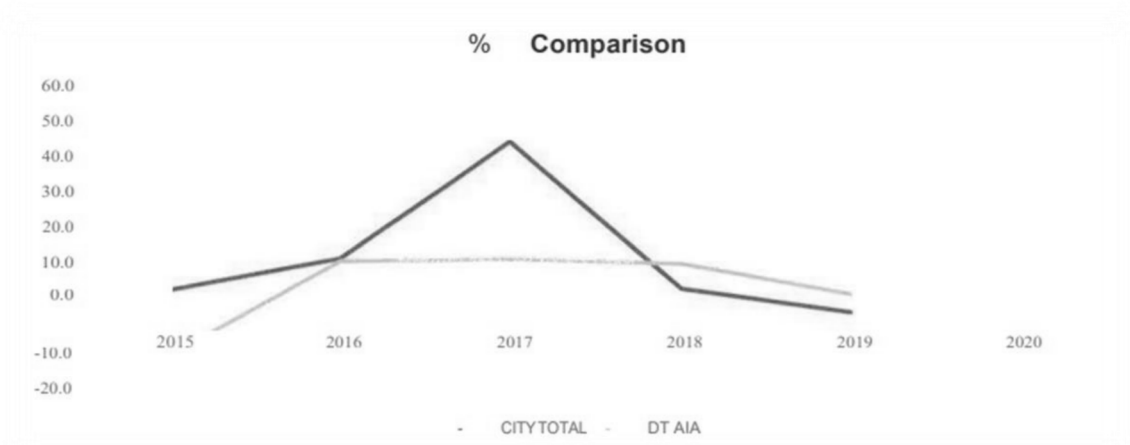
There is also a voluntary alcohol impact area in the city of Vancouver (City of Vancouver Washington, 2008). These large Washington cities have had multiple opportunities to end their alcohol impact area designations and have chosen not to repeal them. Reports published by law enforcement from these cities are clear: alcohol impact areas reduce crime. A report from the City of Seattle reviewing a five-year period from 2017-2022 found alcohol impact areas continue to have, “significant and positive effects on curbing the problems associated with chronic inebriation and public safety”. An external study of the City of Seattle’s alcohol impact areas supports the City of Seattle’s Department of Neighborhoods findings (Tarnai, 2009). Community organizations such as the Downtown Seattle Association and Chinatown-International District Business Improvement Area strongly advocated for the renewal of Seattle’s alcohol impact areas in 2022 (City of Seattle - Seattle Department of Neighborhoods, 2022). Similarly, the City of Everett also saw a decrease in alcohol-related incidents after the implementation of their alcohol impact area (Templeman, 2022).



The City of Spokane previously had two mandatory alcohol impact areas: Downtown, East Central, and one voluntary area: West Central. The downtown alcohol impact area's previous perimeter was from Cannon Street as the west boundary to Scott Street to the east and Spokane Falls Boulevard as the north boundary to Fifth Avenue as the south boundary. The downtown alcohol impact area was officially adopted by the Washington Liquor and Cannabis Board in 2010. The West Central voluntary alcohol impact area was created in 2011 and subsequently repealed by the City Council in 2012 after neighborhood pushback (Brunt, Alcohol impact area dropped, 2012). The Downtown and East Central alcohol impact areas existed until 2022, when they were inadvertently repealed by the previous administration and City Council in Emergency Ordinance C36289.

A year before the downtown and East Central alcohol impact areas were repealed, researchers from the University of Minnesota School of Public Health published a study on the crime reduction success of alcohol impact areas in Tacoma as well as downtown and East Central in Spokane. Crucially, one of the most significant reductions of crime within the alcohol impact areas were narcotic drug violations. Other crimes, including assaults, also decreased significantly (Jones-Webb, et al., 2021). This study matches Washington State University research published in 2009 that established the efficacy of the City of Seattle's alcohol impact areas. The WSU study found the rate of drug-related EMS incidents declined after implementing the alcohol impact area (Tarnai, 2009).

A five-year analysis of the downtown alcohol impact area completed and published by the Spokane Police Department showed the downtown alcohol impact area to have a "consistent and lower rate of increase in calls for service than the City [sic] of Spokane as a whole (Meidl, 2020)".



Downtown AIA - City of Spokane

The East Central alcohol impact area drew praise from the East Spokane Business Association as having an almost immediate impact (Hewitt, 2012 Annual Report - East Central AIA, 2013):

“The East Central Alcohol Impact Area (AIA) has made a significant impact in the very short time it has been in effect. The East Central Neighborhood, Spokane International District and South Perry Street District have seen decreases in public intoxication, littering, loitering and disorderly conduct. The East Spokane Business Association is pleased with the immediate and positive impact the AIA has made in this neighborhood” - Jack-Daniyel Strong, Former ESBA President

Opponents of alcohol impact areas see the implementation of an alcohol impact area as designating that neighborhood a ‘problem’ zone (Brunt, Restrictions on alcohol sales get fresh look, 2012). Critics of alcohol impact areas also argue the criminal and nuisance activities reduced by an alcohol impact area simply get pushed to other neighborhoods (Hewitt, Retired Neighborhood Resource Officer - Spokane Police Officer, 2024). There is no evidence that supports the alcohol impact areas in East Central or downtown shifted chronic inebriation and other alcohol-related illegal activities to other neighborhoods. The Washington State University study of the City of Seattle alcohol impact areas found no evidence of dispersion of alcohol-related incidents to other neighborhoods. Furthermore, the study found no evidence of decline in retail sales for the retailers with liquor licenses within the alcohol impact area. In fact, retailers saw stable growth during the study period after the alcohol impact area was implemented (Tarnai, 2009).

Mitigating the data collection and reporting requirements of the alcohol impact area is an important consideration as the resources necessary to implement and maintain the designation could outweigh potential benefits (Anderson, 2024). To maximize crime reduction and public health benefits and to streamline data collection, a restored downtown alcohol impact area should match the boundaries of the downtown police precinct area (Census Tract 35, Census Tract 36.02, and western portion of Census Tract 145). This area is slightly smaller than the previous downtown alcohol impact area.

The Downtown Spokane Partnership recently added the restoration of the downtown alcohol impact area to their 2025 local legislative priorities. The downtown police precinct area covers most of the downtown business improvement district (BID) boundary.



Downtown BID Boundary overlaid on the Downtown Police Precinct Area

Off-premises Alcohol Retail Sales Hours

Washington state law prohibits the sale of alcohol from 2:00am to 6:00am unless restricted by local government (State of Washington, 2001). Local governments must restrict *all* operating hours within the jurisdiction equally unless the licensees are within a Washington Liquor and Cannabis Board-recognized alcohol impact area.

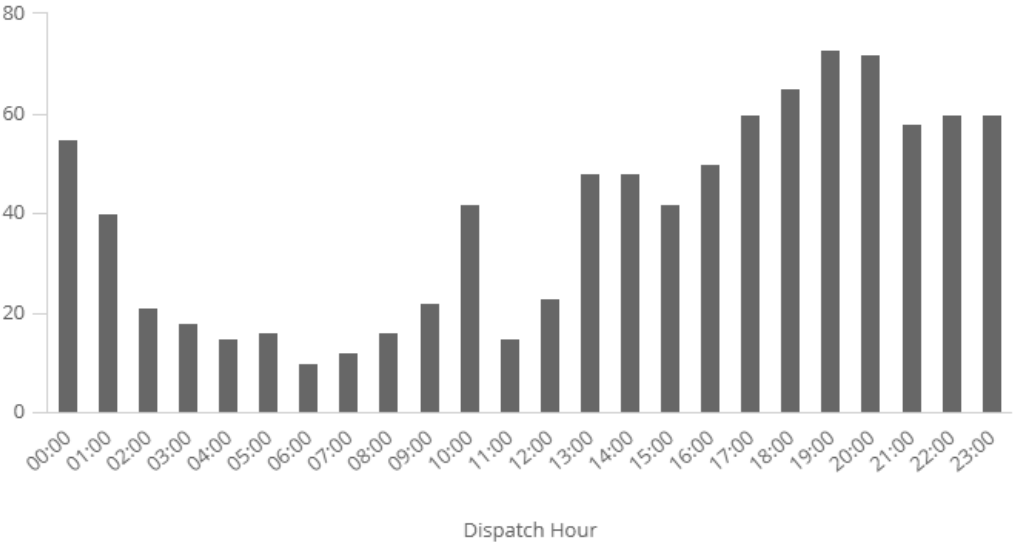
Spokane Police Department data over the last three years show more than 30% of all alcohol-related incidents⁴ downtown take place between midnight and 2:00am.⁵

⁴ NIBRS “Offender Suspected of Using Alcohol” value set to “Yes”.

⁵ Data pulled by Shawna Ernst from December 15th, 2021, through December 15th, 2024.



Likewise, the Spokane Fire Department responded to nearly 1500 calls for service and transported 363 individuals to the emergency department between 2022 and 2024 for alcohol-related incidents just within Fire Management Zone 1.



Calls for service related to alcohol peak between 7:00pm and 8:00pm within Fire Management Zone 1, however, many EMS calls also come between 12:00am and 2:00am.⁶ Calls for service drop significantly between 2:00am and 6:00am when alcohol sales are prohibited.

⁶ It is likely that this data is underreported. Based on information provided by the Spokane Fire Department, it is possible that many additional calls have an alcohol component but were documented as a trauma. For example,



Limiting hours when alcohol can be sold and served is a proven public health intervention and public safety strategy (Jernigan, Sparks, Yang, & Schwartz, 2013). This public health and safety strategy is endorsed by the World Health Organization (World Health Organization, 2017) and the Substance Abuse and Mental Health Services Administration (Substance Abuse and Mental Health Services Administration (SAMHSA), 2022). A recent study from Baltimore found that shortening overnight sales of alcohol reduced violent crime in the immediate and surrounding areas and saved the City of Baltimore millions of dollars in annual costs (McKoy, 2024).

Off-Premises Licensee (Tradename)	Weekday Hours	Weekend Hours
7-ELEVEN STORE #32703B	24 Hours	24 Hours
BAINS LIQUOR MART MAPLE	24 Hours	24 Hours
BAINS MART 2ND AVE	24 Hours	24 Hours
BEST WESTERN PLUS CITY CENTER	N/A	N/A
CITY FUEL	6:00am – 10:00pm	6:00am – 10:00pm
CONOCO FOOD MART	24 Hours	24 Hours
DIVINE 11 MIDCITY	6:00am – 11:00pm	6:00am – 1:00am
DIVISION EXPRESS	6:00am – 10:00pm	6:00am – 12:30am
DOWNTOWN QUICK STOP	6:00am – 12:00am	6:00am – 12:00am
DOWNTOWN QUICK STOP 2	6:00am – 12:00am	6:00am – 12:00am
DOWNTOWN SPOKANE GROCERY OUTLET	8:00am – 9:00pm	8:00am – 9:00pm
MAIN MARKET CO-OP	8:00am – 8:00pm	8:00am – 8:00pm
P M JACOY'S	7:00am – 7:00pm	7:00am – 7:00pm
ROSAUERS SUPERMARKETS #2	6:00am – 10:00pm	6:00am – 10:00pm
SUNSET GROCERY	24 Hours	24 Hours
THE PIGGY MART	5:00am – 2:00am	5:00am – 2:00am
VINO! A WINE SHOP	10:00am – 7:00pm	10:00am – 7:00pm

Extending the prohibition of overnight off-premises retail sales of alcohol from 2:00am to 12:00am would reduce the current alcohol sales periods for eight off-premises alcohol outlets in the downtown police precinct area. Extending the overnight sales prohibition by two hours would reduce the five twenty-four-hour stores daily alcohol sale period by two hours each day. Division Express would reduce its alcohol sale period by 30 minutes on weekends. Divine 11 MIDCITY would reduce its alcohol sale period by 1 hour on weekends. The Piggy Mart would reduce its alcohol sale period a total of two hours each day.

when a patient falls from intoxication and 911 is activated, that call could get recorded as a trauma. Also, if the Fire Department arrives on a scene and a person is intoxicated and is requesting detox services the call could be recorded as a public assist.

Off-Premises Licensee (Tradename)	Weekday Alcohol Retail Hours Reduced	Weekend Alcohol Retail Hours Reduced
7-ELEVEN STORE #32703B	2 Hours	2 Hours
BAINS LIQUOR MART MAPLE	2 Hours	2 Hours
BAINS MART 2ND AVE	2 Hours	2 Hours
CONOCO FOOD MART	2 Hours	2 Hours
DIVINE 11 MIDCITY	0 Hours	1 Hour
DIVISION EXPRESS	0 Hours	30 minutes
SUNSET GROCERY	2 Hours	2 Hours
THE PIGGY MART	2 Hours	2 Hours

Importantly, this condition would not require businesses to change their retail hours. This condition would simply prohibit the sale of alcohol during the overnight hours.

Single-Serve Alcohol Containers

Single-serve/ready-to-drink alcohol beverages have grown in popularity over the last several years. Nationally, flavored malt beverage products such as Twisted Tea⁷, Mike’s Harder Lemonade, and Smirnoff products are second only to regular beer in beer-based beverage sales at convenience stores. Flavored malt beverages also have the largest gross profit margins among beer-based beverages at off-premises alcohol outlets such as convenience stores (Conway, 2024). Collectively, these multi-billion-dollar beverage companies engage in marketing that public health professionals contend target youth and vulnerable communities (O’Brien, Mathieu, Bikomeye, Busalacchi, & Borisy-Rudin, 2023).

Single-serve alcohol bottles, ready-to-drink (alcopops), tall boy cans, and miniatures (also known as ‘nips’) are also a significant source of litter and trash in the downtown core. Elected leaders in cities such as Boston (Jonas, 2023) have sought to prohibit the outright sale of miniatures and single-serve alcohol containers because of the detrimental waste impacts (Thys, 2023). The City of Spokane is currently spending hundreds of thousands of taxpayer dollars addressing litter and trash in the downtown core where single-serve alcohol containers are a significant source of litter⁸.

The following photos are a snapshot informal trash survey of single-serve containers found within the downtown police precinct area along 2nd Avenue and 3rd Avenue on October 26, 2024.

⁷ Owned by the Boston Beer Company

⁸ Special Budget Ordinance C36520









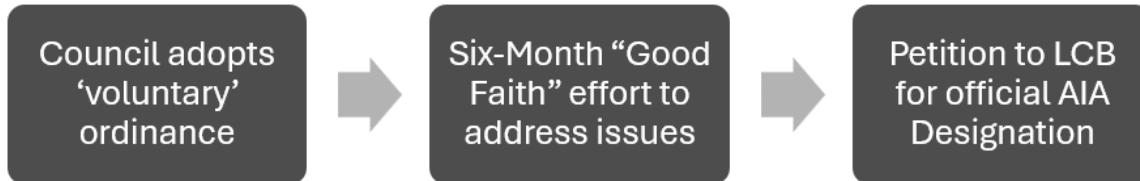


The single-serve containers seen above are inexpensive and have a higher alcohol by volume than traditional beer. Earthquake High Gravity Lager was the product most noticeable during the October 26, 2024, informal trash survey. Earthquake High Gravity Lager is also the product with the highest alcohol by volume content at the lowest price identified during the survey. Earthquake High Gravity Lager was previously restricted for purchase downtown under the downtown alcohol impact area.

Product	Purchase Price in \$	Alcohol/Volume	Number of U.S. standard drinks⁹
Earthquake High Gravity Lager	\$1.99	10%	4.0 Drinks
Hurricane High Gravity	\$2.39	8.1%	3.4 Drinks
Mike's Harder (Mango)	\$4.35	8%	3.2 Drinks
Smirnoff Ice Smash	\$3.69	8.1%	3.2 Drinks
Fireball Miniature	\$1.19	16.5%	0.5 Drinks
99 Brand Peaches	\$1.19	15%	0.4 Drinks

⁹ <https://rethinkingdrinking.niaaa.nih.gov/tools/calculators/drink-size-calculator>

Alcohol Impact Area Process



The Alcohol Impact Area process is lengthy and will require commitment from multiple departments including the Spokane Police Department, Code Enforcement, and City Attorney's Office. The City will be required to conduct multiple litter/trash surveys, obtain letters of support from neighborhood councils and business organizations, and provide evidence of the City's good faith efforts to address the problems voluntarily. If the petition to the LCB is successful, the City will publish a Year One Report on the effectiveness of the alcohol impact area followed by an assessment every five years.



Executive Summary – Naloxone Distribution and Smoking Paraphernalia

I. **Background:** The State of Washington preempts the field of drug paraphernalia except for ordinances regulating harm reduction practices.

II. **Issue:** Downtown Spokane is suffering from its highest overdose rate on record. Data suggests that people who use drugs and/or witness overdoses do not have adequate access to naloxone to reverse an opioid overdose. There are multiple businesses in downtown Spokane selling products such as pipes and foils used to consume illicit substances creating negative externalities for taxpayers and residents in the Riverside and surrounding neighborhoods.

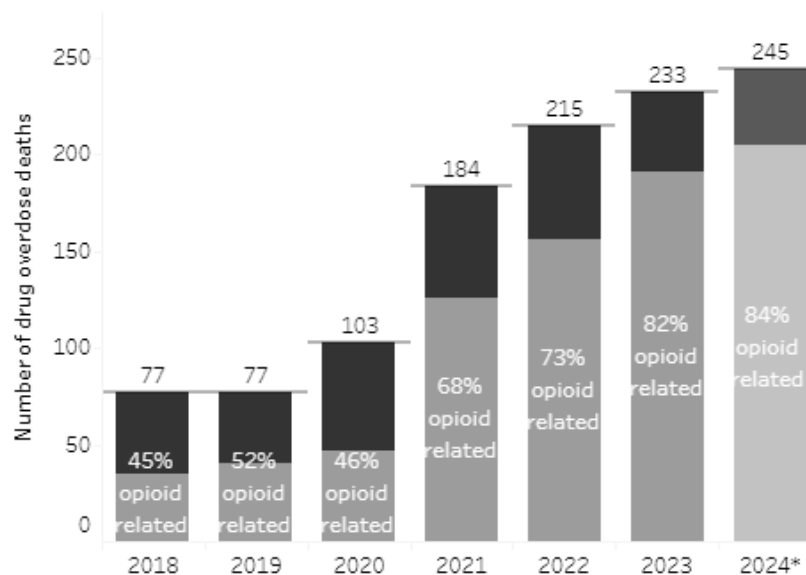
III. Policy Recommendation

Prohibit the sale of smoking paraphernalia within the downtown police precinct area unless providing naloxone for free during every transaction involving smoking paraphernalia.

Downtown Spokane Overdose Crisis

Preliminary numbers from Spokane County death certificate data indicate 245 people have died from drug overdose in 2024 in Spokane County. Spokane continues to see an alarming increase in drug overdose deaths with most of those deaths caused by opioids.

Overdose Deaths Over Time, Spokane County



The 2024 death data are preliminary and are expected to change.

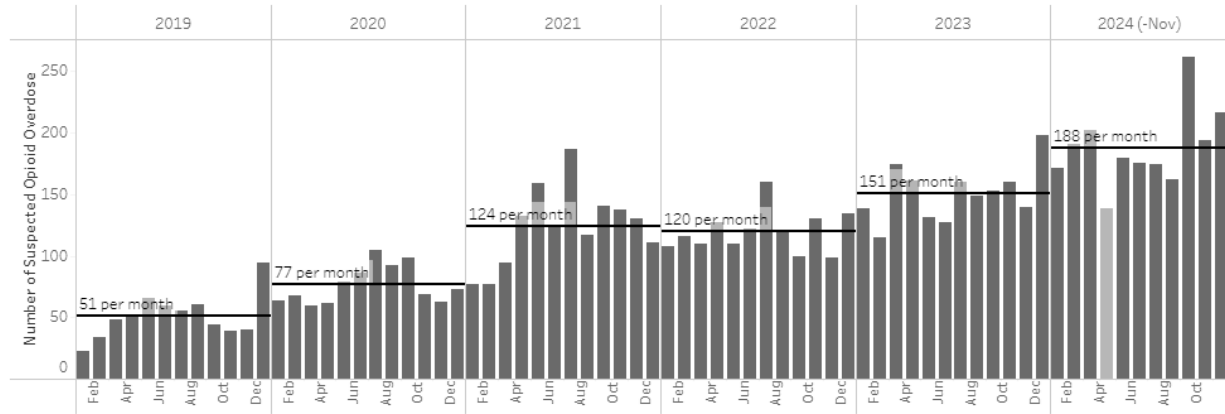
*Data were updated as of 12/16/2024.

Source: Death Certificate Data

Spokane County Opioid Dashboard

In September, Spokane County saw its highest number of Emergency Medical Services (EMS) calls for suspected overdose on record. Spokane County’s non-fatal overdose emergency department visits also outpace the state rate.

Suspected opioid overdose



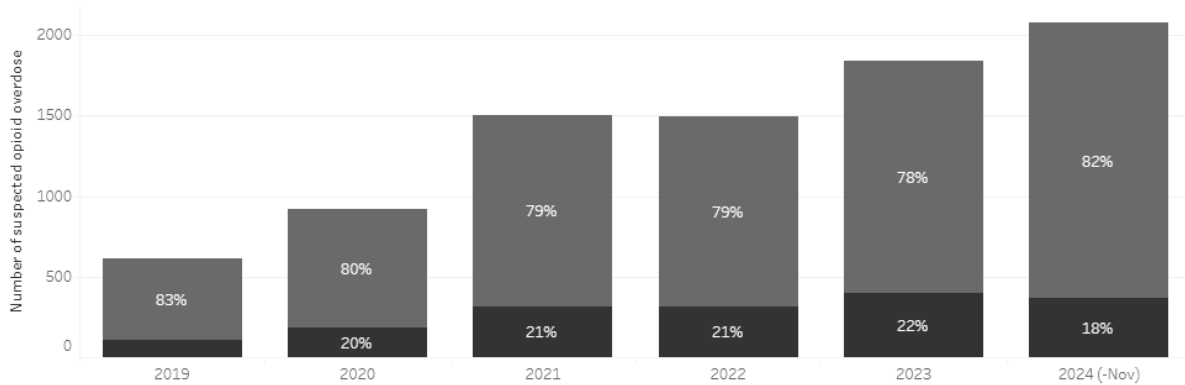
Source: Washington Emergency Medical Services Information System (WEMSIS) (As of 12/05/2024)

Note: The April 2024 EMS Opioid Overdose report data are incomplete. Interpret with caution. The reporting issues are due to the transition between ePCR vendors and to the NEMSIS V3.5 data standard. The estimated % of EMS responses reported to WEMSIS in Spokane County in April 2024 was 39% as compared to nearly 100% in other months.

Paradoxically, the percentage of people experiencing opioid overdoses in Spokane who were administered naloxone *prior* to EMS arrival is also the lowest it has been since 2019.

- Indicators
 - Improved Naloxone response
 - Opioid impression
 - Suspected opioid overdose
 - % of suspected overdose with improved Naloxone respon...
 - Incident by age overtime (Spokane only)
 - Naloxone administered prior to EMS arrival (Spokane only)
- Geography
 - Spokane County
 - Washington State

Naloxone administered prior to EMS arrival (Spokane only)



Source: Washington Emergency Medical Services Information System (WEMSIS) (As of 12/05/2024)

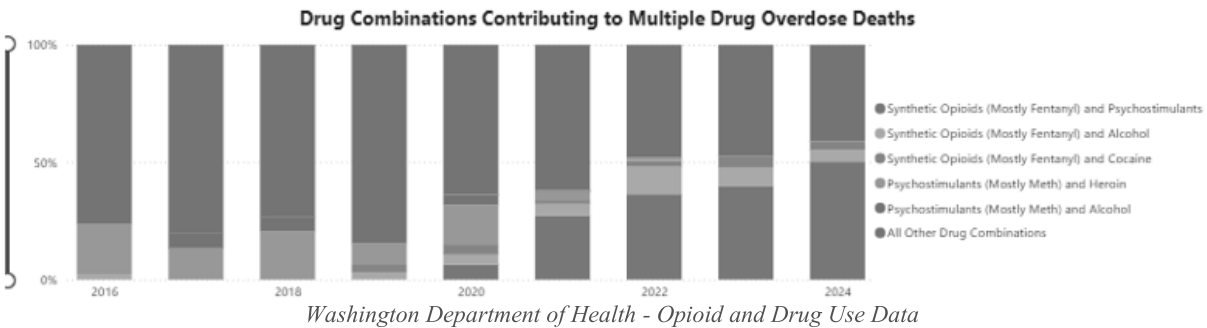
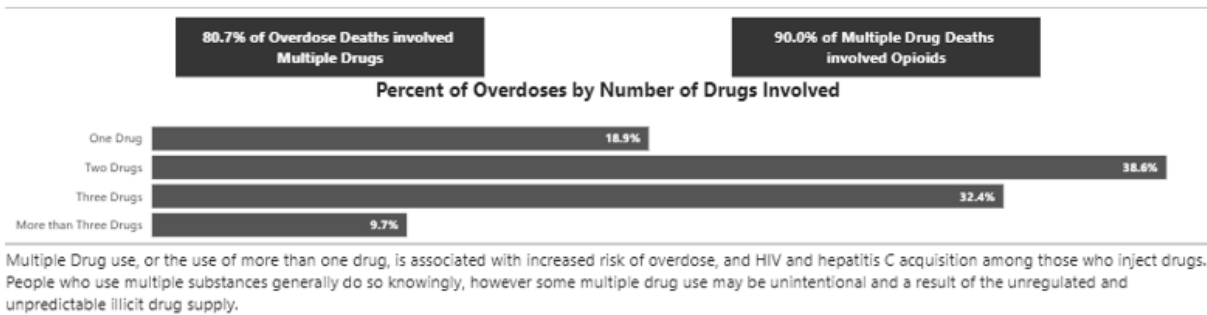
Note: The April 2024 EMS Opioid Overdose report data are incomplete. Interpret with caution. The reporting issues are due to the transition between ePCR vendors and to the NEMSIS V3.5 data standard. The estimated % of EMS responses reported to WEMSIS in Spokane County in April 2024 was 39% as compared to nearly 100% in other months.



Smoking Supplies/Drug Paraphernalia

Smoking is the most common way individuals consume both fentanyl and methamphetamine (Singh, Banta-Green, & Kingston, 2022). Foil is the most used smoking equipment for fentanyl followed by glassware such as pipes. A report published by the Centers for Disease Control and Prevention in February 2024 found that smoking was the predominant method of consumption that resulted in overdose deaths in the Western United States. In fact, almost 80% of overdose deaths showed no signs of injection/intravenous use (Tanz, et al., 2024).

The Spokane Regional Opioid Task Force (SROTF) reports synthetic opioids like fentanyl and carfentanil are showing up in other drugs including methamphetamine, cocaine, MDMA, and molly (Spokane Regional Opioid Task Force (SROTF), n.d.). A combination of fentanyl and psychostimulants, such as methamphetamine, are responsible for more than half of all overdose deaths in Spokane County.



There are multiple retail outlets in the city of Spokane that sell smoking paraphernalia such as butane torches, pipes, and foils. These businesses are primarily off-premises alcohol outlets, marijuana outlets, or smoke shops. There are five off-premises alcohol outlets selling torches, pipes, and foils within the downtown police precinct area (not including marijuana retailers). While marijuana retailers selling pipes and smoking paraphernalia are regulated by the Washington State Liquor and Cannabis Board and are age restricted to minors¹⁰, off-premises alcohol outlets selling the same smoking paraphernalia are not age restricted.

¹⁰ RCW 69.50.357

Foils are also sold at many off-premises alcohol outlets downtown. New studies suggest that the re-use of foil for smoking may increase the risk of overdose (Ciccarone, et al., 2024). Burned foil is also a significant source of litter in downtown Spokane. Littered foils with drug residue are dangerous for animals and have led to multiple incidents involving pets who required overdose reversal medication after consuming littered foils (Sanford, It's not just humans — dogs in Spokane are also overdosing on drugs, 2024).



It is a Class 1 civil infraction under Washington state law to sell drug paraphernalia.¹¹ Washington’s drug paraphernalia law provides that “[In determining whether an object is drug paraphernalia under this section, a court or other authority should consider, in addition to all other logically relevant factors, the following:] (6)[(f)] *Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he or she knows, or should reasonably know, intend to use the object to facilitate a violation of this chapter; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this chapter shall not prevent a finding that the object is intended or designed for use as drug paraphernalia.*” Simply, these outlets are either breaking state law and subject to a Class 1 civil infraction, or they are selling products that may be subject to regulation by local governments utilizing their policing power (Spitzer, 2000).

The outlets selling pipes, torches, foils, and other smoking supplies market the paraphernalia for legal use only despite common sense and acknowledgement by local (Lawrence-Turner, 2008) and federal law enforcement (Drug Enforcement Agency, 2023) that these products are generally used for consuming illicit substances. Historically, some major gas companies have ended their

¹¹ RCW 69.50.4121



relationship with Washington state convenience stores over the sale of drug paraphernalia (Schiffner, 2008).



Downtown Quick Stop 2 Window Display (Riverside Avenue – Riverside Neighborhood)

Although the State of Washington has preempted the entire field of drug paraphernalia, cities may enact ordinances relating to the establishment or regulation of harm reduction services concerning drug paraphernalia.¹² Tobacco products¹³ and vapor products¹⁴ are regulated exclusively by the Washington State Liquor and Cannabis Board. Cities like Vancouver have attempted to tackle the prevalence of smoking paraphernalia by prohibiting its display to minors (City of Vancouver Washington, 2014) – an ordinance that was modeled after the City of Spokane’s Ordinance C34213 adopted in 2008 and subsequently repealed by the Council in 2022 through the adoption of RCW criminal statutes by reference in Ordinance C36289. Other communities like Boise (Idaho Press, 2024) and Philadelphia (City of Philadelphia Licenses and Inspections, 2023) have used a mix of law enforcement and zoning to address the proliferation of stores selling smoking paraphernalia.

Naloxone Distribution

Public health leaders advocate “saturating” a community with naloxone. The goal of saturation is to eliminate lack of access to naloxone as a reason for overdose deaths (Bennett & Elliott, 2021).

¹² RCW 69.50.612

¹³ RCW 82.26.010(21)

¹⁴ RCW 70.345.010.

Naloxone, also commonly known as NARCAN, is a medication that saves lives by reversing the effects of an opioid overdose. The Washington State Department of Health recommends that people who use drugs, friends and family of people who use drugs, and those who interact with people who use drugs carry naloxone (Washington State Department of Health, n.d.). The City of Spokane's first responders carry naloxone.



Despite some access to naloxone within the city of Spokane, it is clear from the local EMS data that we are nowhere near naloxone saturation. Stigma and an inability to reach those most at risk are barriers to naloxone distribution. The reduction in injection/intravenous drug use also creates a gap in harm reduction distribution in Spokane, which has traditionally been carried out by syringe service programs (Wohlfeil, 2022). Spokane Regional Health District's syringe service program currently does not provide injective alternatives such as glass, pipes, and foils.

Naloxone is available for free at the Spokane Regional Health District Syringe Service Program and a handful of community-based organizations¹⁵ within in the city of Spokane (stopoverdose.org, n.d.). Naloxone is covered by Medicaid and may be dispensed in Washington state with or without a prescription due to a statewide standing order (Washington State Department of Health, 2024). There is no certification or training required to use naloxone and individuals are generally protected under Washington's Good Samaritan Law from civil liabilities as well as charge and prosecution for possession of a controlled substance (stopoverdose.org, 2024). Stopoverdose.org has free materials such as posters and wallet cards that could be used to distribute information about the Good Samaritan Law.

NARCAN (naloxone) can be bought online through Amazon.com, NACARAN.com, and other online retailers. The City maintains an online list of NARCAN providers on the Emergency Management webpage on the City of Spokane website along with training videos (City of Spokane, n.d.). NARCAN also available for purchase at retailers within the city of Spokane (Emergent Devices Inc. , n.d.).

¹⁵ Peer Spokane; Compassionate Addiction Treatment; M.H.A. Speakout Speakup; West Spokane Wellness Partnership



Online NARCAN (naloxone) Retailers
CVS.com
Instacart.com
Kroger.com
Riteaid.com
Target.com
Walgreens.com
Walmart.com
Wegmans.com

NARCAN (naloxone) Retailers	Address	Phone	Neighborhood
CVS Pharmacy	4915 S Regal Street	509-822-3275	Southgate
CVS Pharmacy	9770 N Newport Highway	509-466-7226	Shiloh Hills
Rite Aid	810 E 29 th Avenue	509-838-3508	Comstock
Rite Aid	2215A W Wellesley Avenue	509-328-7887	Audubon/Downriver
Rite Aid	2929 E 29 th Avenue	509-535-9056	Lincoln Heights
Target	4915 S Regal Street	509-822-3290	Southgate
Target	9770 N Newport Highway	509-466-3006	Shiloh Hills
The Medicine Shoppe Pharmacy	902 W Indiana Avenue	509-327-1504	Emerson/Garfield
Walgreens	1708 W Northwest Boulevard	509-323-0309	Emerson/Garfield
Walgreens	2830 S Grand Boulevard	509-455-3736	Manito/Cannon Hill
Walgreens	327 W 3 rd Avenue	509-838-0175	Riverside
Walmart	2301 W Wellesley Avenue	509-327-0404	Audubon/Downriver
Walmart	9212 N Colton Street	509-464-2173	Shiloh Hills

References

Agency for Toxic Substances and Disease Registry. (2024, July 22). *Place and Health - Geospatial Research, Analysis, and Services Program (GRASP)*. Retrieved from Social Vulnerability Index: <https://www.atsdr.cdc.gov/place-health/php/svi/>

Anderson, C. (2024, October 23). Spokane Police Officer, Civil Enforcement Unit. (A. McDaniel, Interviewer)

Bennett, A. S., & Elliott, L. (2021). Naloxone’s role in the national opioid crisis— past struggles, current efforts, and future opportunities. *Translational Research*, 43-57.

Billingham, E. (2024, May 9). Downtown Spokane's Main Market is at risk of closing, increasing food insecurity in the city's lowest income ZIP code. *Inlander*.

Brunt, J. (2012, October 9). Alcohol impact area dropped. *The Spokesman-Review*.

Brunt, J. (2012, March 18). Restrictions on alcohol sales get fresh look. *The Spokesman-Review*.

- Ciccarone, D., Holm, N., Ondocsin, J., Schlosser, A., Fessel, J., Cowan, A., & Mars, S. G. (2024, May 22). Innovation and adaptation: The rise of a fentanyl smoking culture in San Francisco. *PLoS ONE*.
- City of Philadelphia Licenses and Inspections. (2023, February). *Drug Paraphernalia Store FAQs*. Retrieved from City of Philadelphia Licenses and Inspections: https://www.phila.gov/media/20230214101514/PZ_018_FAQ_Paraphanelia-Sales-FAQ-Sheet-Rev-2.2023.pdf
- City of Seattle - Seattle Department of Neighborhoods. (2022). *Seattle Alcohol Impact Areas*. Seattle: City of Seattle.
- City of Spokane. (n.d.). *Emergency Management*. Retrieved from Naloxone (a.k.a. Narcan): <https://my.spokanecity.org/emergencymanagement/naloxone/>
- City of Spokane Washington. (2015, July 16). *Regulations for State-Licensed Marijuana Producers, Processors and Retailers - SMC 17C.347.030*. Retrieved from Spokane Municipal Code: <https://my.spokanecity.org/smc/?Section=17C.347.030>
- City of Vancouver Washington. (2008). *Alcohol Impact Area - Chapter 8.50*. Retrieved from Vancouver Municipal Code: <https://vancouver.municipal.codes/VMC/8.50>
- City of Vancouver Washington. (2014). *Vancouver Municipal Code*. Retrieved from Display of Drug Paraphernalia - Chapter 5.20: <https://vancouver.municipal.codes/VMC/5.20.010>
- Conway, J. (2024, October 7). *Dollar sales of the leading flavored malt beverages in the United States in 2024, by brand*. Retrieved from statista: <https://www.statista.com/statistics/427090/us-sales-of-the-leading-progressive-adult-beverage-brands/>
- Culver, N. (2023, January 31). *Redemption Church Looks for New Church Property, Cites High Crime Downtown*. Retrieved from FAVS News: <https://favs.news/redemption-church-looks-for-new-church-property-cites-high-crime-downtown/>
- Drug Enforcement Agency. (2023, March 6). *Drug Paraphernalia Q&A*. Retrieved from Get Smart About Drugs: <https://www.getsmartaboutdrugs.gov/content/drug-paraphernalia-qa>
- Emergent Devices Inc. . (n.d.). *NARCAN.com*. Retrieved from NARCAN.com: <https://narcan.com/en/buy>
- Fitterer, J. L., Nelson, T. A., & Stockwell, T. (2015). A Review of Existing Studies Reporting the Negative Effects of Alcohol Access and Positive Effects of Alcohol Control Policies on Interpersonal Violence. *Frontiers in Public Health*.
- Frint, E. (2024, January 1). *Man in custody after robbery in downtown Spokane, second suspect on the run*. Retrieved from KHQ.com: https://www.khq.com/news/man-in-custody-after-robbery-in-downtown-spokane-second-suspect-on-the-run/article_265625a4-a90c-11ee-ad85-873acf35f3f7.html
- Greater Spokane Inc. (2024, October 23). *Greater Spokane Inc. Launches The Pulse to Measure Voter Sentiment on Spokane's Most Pressing Issues*. Retrieved from Greater Spokane Inc.: <https://greaterspokane.org/public-policy/greater-spokane-inc-to-release-voter-poll-results-in-virtual-press-conference/>
- Hewitt, M. (2013). *2012 Annual Report - East Central AIA*. Spokane: City of Spokane.
- Hewitt, M. (2024, October 31). Retired Neighborhood Resource Officer - Spokane Police Officer. (A. McDaniel, Interviewer)
- Idaho Press. (2024, November 8). *Owner of convenience store near Boise State campus accused of selling drug paraphernalia*. Retrieved from Idaho Press: https://www.idahopress.com/news/crime_courts/owner-of-convenience-store-near-boise-



- state-campus-accused-of-selling-drug-paraphernalia/article_efe3c1a0-9dfe-11ef-9d75-83e187d8f51f.html
- Jernigan, D. H., Sparks, M., Yang, E., & Schwartz, R. (2013). *Using Public Health and Community Partnerships to*. Atlanta: Centers for Disease Control and Prevention.
- Jonas, M. (2023, March 20). *Arroyo wants to ban sale of 'nips' in Boston*. Retrieved from CommonWealth Beacon: <https://commonwealthbeacon.org/government/arroyo-wants-to-ban-sale-of-nips-in-boston/>
- Jones-Webb, R., Joshi, S., Erickson, D., McKee, P., Nelson, T., & Toomey, T. (2021). The Effectiveness of Alcohol Impact Areas in Reducing Crime in Washington Neighborhoods. *Alcohol, Clinical and Experimental Research*, 234-241.
- Jones-Webb, R., McKee, P., Joshi, S., Erickson, D., Toomey, T., & Nelson, T. (2018). *Is Restricting Sales of Malt Liquor Beverages Effective in Reducing Crime in Urban Areas?* Minneapolis: School of Public Health, Division of Epidemiology and Community Health, University of Minnesota.
- Lawrence-Turner, J. (2008, January 18). Man says novelty Love Roses feed drug problem. *The Spokesman-Review*.
- McKoy, J. (2024, April 1). *Reducing Late-Night Alcohol Sales Curbed Violent Crimes by 23% Per Year in a Baltimore Neighborhood*. Retrieved from Boston University School of Public Health: <https://www.bu.edu/sph/news/articles/2024/reducing-late-night-alcohol-sales-curbed-violent-crimes-by-23-per-year-in-a-baltimore-neighborhood/>
- Meidl, C. N. (2020). *2020 5-Year Review: Downtown AIA*. Spokane: City of Spokane.
- Miller, J. (2024, August 11). *Spokane Police Department searching for downtown gas station assault suspect*. Retrieved from KHQ.com: https://www.khq.com/news/spokane-police-department-searching-for-downtown-gas-station-assault-suspect/article_78989070-5845-11ef-813b-4bd2e2d4444e.html
- Nesoff, E. D., Milam, A. J., Branas, C. C., Martins, S. S., Knowlton, A. R., & Furr-holder, D. M. (2018). Alcohol Outlets, Neighborhood Retail Environments, and. *Alcohol, Clinical and Experimental Research*, 1979-1987.
- Nesoff, E. D., Milam, A. J., Morrison, C. W., Branas, C. C., Furr- Holden, D. M., Knowlton, A. R., & Martins, S. S. (2021). Alcohol outlets, drug paraphernalia sales, and neighborhood drug overdose. *International Journal of Drug Policy*.
- Nguyen, S. (n.d.). *Alcohol Impact Area Information and Updates*. Retrieved from Seattle Department of Neighborhoods: <https://www.seattle.gov/neighborhoods/about-seattle/neighborhoods-and-council-districts/alcohol-impact-area-information-and-updates>
- O'Brien, B., Mathieu, N. M., Bikomeye, J. C., Busalacchi, M., & Borisy-Rudin, F. (2023). *Alcopops: Easy to Drink and Difficult to Avoid*. Wisconsin Alcohol Policy Project.
- Osborne, A., Duggan, A., Shulman, A., & Cabeza, G. (2024, June 8). Tensions boil over with shooting at troubled intersection of Second and Division. *The Spokesman-Review*.
- Romley, J. A., Cohen, D., Ringel, J., & Sturm, R. (2007). *Alcohol and Environmental Justice: The Density of Liquor*. Santa Monica: RAND Corporation.

- Ruffing, J. (2024, October 18). Enforcement Supervisor - City of Spokane Code Enforcement. (A. McDaniel, Interviewer)
- Sanford, N. (2023, August 17). We spent a weekend at Spokane's most notorious intersection. Here's what we saw. *Inlander*.
- Sanford, N. (2024, July 4). It's not just humans — dogs in Spokane are also overdosing on drugs. *Inlander*.
- Schiffner, K. (2008, February 21). *Shell drops stations over alleged paraphernalia sales*. Retrieved from HeraldNet: <https://www.heraldnet.com/uncategorized/shell-drops-stations-over-alleged-paraphernalia-sales/>
- Singh, S., Banta-Green, C., & Kingston, S. (2022). *Distribution of Safer Drug Smoking Supplies as a Public Health Strategy*. Seattle: University of Washington Addictions, Drugs & Alcohol Institute.
- Smith, M. (2024, December 6). Health Equity Circle. (A. McDaniel, Interviewer)
- Spitzer, H. D. (2000). Municipal Police Power in Washington State. *Washington Law Review*, 495-518.
- Spokane Food Policy Council. (2016). *Spokane Regional Food System Inventory*. Spokane.
- Spokane Regional Health District. (2017). *Confronting Violence*. Spokane: Spokane Regional Health District.
- Spokane Regional Opioid Task Force (SROTF). (n.d.). *Opioid Dashboard*. Retrieved from Opioid Dashboard: <https://countyhealthinsights.org/county/spokane/dashboard/opioid-dashboard/>
- Starks, A., Sharkova, I., Leibenguth, S., & Huber, A. (2024). *Risk and Protection Profile for Substance Abuse Prevention in Spokane County*. Olympia: Washington State Department of Social & Health Services.
- State of Washington. (2001, March 29). *WAC 314-11-070*. Retrieved from Washington Administrative Code: <https://app.leg.wa.gov/wac/default.aspx?cite=314-11-070>
- stopoverdose.org. (2024, November 17). *Good Samaritan Law*. Retrieved from stopoverdose.org: <https://stopoverdose.org/basics/good-samaritan-law/>
- stopoverdose.org. (n.d.). *Washington State Naloxone Finder*. Retrieved from stopoverdose.org: <https://stopoverdose.org/find-naloxone-near-me-washington-state/>
- Substance Abuse and Mental Health Services Administration (SAMHSA). (2022). *Implementing CommunityLevel Policies to Prevent Alcohol Misuse*. . Rockville, MD: Substance Abuse and Mental Health Services Administration .
- Tanz, L. J., Gladden, M., Dinwiddie, A. T., Miller, K. D., Broz, D., Spector, E., & O'Donnell, J. (2024, February 15). *80% of overdose deaths showed no signs of injection/intravenous use (Tanz, et al., 2024)*. Retrieved from Centers for Disease Control and Prevention: <https://www.cdc.gov/mmwr/volumes/73/wr/mm7306a2.htm>
- Tarnai, J. (2009). *Post-Assessment | Seattle Washington | Alcohol Impact Areas*. Seattle: Washington State Liquor Control Board | City of Seattle.
- Templeman, D. (2022). *Alcohol Impact Area Five Year Report September 1, 2017 - August 31, 2022*. Olympia: Washington State Liquor and Cannabis Board.
- Theall, K. P., Scribner, R., Cohen, D. B., Schonlau, M., & Farley, T. A. (2009). Social Capital and the Neighborhood Alcohol Environment. *Health Place*, 323-332.
- Thys, F. (2023, December 27). *As nip ban vote nears, it's litter reduction versus convenient consumption*. Retrieved from Plymouth Independent:



- <https://www.plymouthindependent.org/as-nip-ban-vote-nears-its-litter-reduction-versus-convenient-consumption/>
- U.S. Census Bureau. (2024, October 22). Retrieved from U.S. Census Bureau.
- U.S. Department of Agriculture. (2024, November 20). *SNAP Retailer Locator*. Retrieved from SNAP Retailer Locator: <https://usda-fns.maps.arcgis.com/apps/webappviewer/index.html?id=15e1c457b56c4a729861d015cd626a23>
- U.S. Department of Health & Human Services. (2016). *Facing Addiction in America*. Washington, D.C.: Office of the Surgeon General.
- Walter, R. J., Acolin, A., & Marie, T. S. (2024). Association between property investments and crime on commercial and residential streets: Implications for maximizing public safety benefits. *SSM - Population Health*.
- Washington Health Care Authority, Washington Department of Health; Washington Office of Superintendent of Public Instruction; Washington Liquor and Cannabis Board. (2024, October 19). *Healthy Youth Survey Data Dashboard*. Retrieved from Washington State Healthy Youth Survey: <https://www.askhys.net/SurveyResults/DataDashboard>
- Washington State Department of Health. (2024, April 22). *Washington State Department of Health*. Retrieved from Washington State Standing Order to Dispense Naloxone HCl: <https://doh.wa.gov/sites/default/files/legacy/Documents/Pubs/150-127-StatewideStandingOrderToDispenseNaloxone.pdf?uid=6298fda55b362>
- Washington State Department of Health. (n.d.). *Overdose Education and Naloxone Distribution*. Retrieved from Washington State Department of Health: <https://doh.wa.gov/you-and-your-family/drug-user-health/overdose-education-naloxone-distribution>
- Washington State Liquor and Cannabis Board. (2019). *Alcohol Impact Areas - Local Authority Handbook*. Olympia: Washington State Liquor and Cannabis Board.
- Washington State Liquor and Cannabis Board. (2024, October 18). *Alcohol Impact Areas*. Retrieved from Washington State Liquor and Cannabis Board: <https://lcb.wa.gov/licensing/alcohol-impact-areas>
- Wohlfeil, S. (2022, March 17). Experts say safe smoking supplies could reduce harm of fentanyl. *Inlander*.
- World Health Organization. (2017). *Tackling NCDs*. World Health Organization.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Discussion**Date Rec'd**

12/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/27/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE 6753/6779

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG/AMCD

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE RELATING TO CREATING AN ALCOHOL IMPACT AREA

Agenda Wording

An ordinance relating to creating an Alcohol Impact Area within specific boundaries of the City of Spokane; adopting a new Chapter 10.82 of the Spokane Municipal Code.

Summary (Background)

Due to internal and external regulatory gaps this administration recommends an alcohol impact area within the downtown police precinct area as a public safety policy with a documented track record of reducing violent crime, shrinking narcotics violations, and lessening waste and litter on streets and right of ways in the city of Spokane

What impacts would the proposal have on historically excluded communities?

See legislative findings.

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

The City of Spokane intends to use emergency medical services data, crime statistics, and public health information to establish a geographical area in the City of Spokane as a Community Health Impact Area to target policy and programmatic resources that mitigate the disproportionate public health and secondary neighborhood impacts of the addiction crisis.

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

The City shall publish on the City website quarterly data from the community health impact area. Data shall include but is not limited to likely overdose calls for service, crime statistics, and other relevant data.

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 aligns with WAC 314-12.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	SCOTT, ALEXANDER
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	amcdaniel@spokanecity.org
myates@spokanecity.org	



Memorandum

Office of the Mayor

DATE: December 26, 2024

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Paul Dillon – Chair, Public Safety and Community Health Committee

RE: Alcohol Impact Area | Community Health Impact Area

This memo recommends potential public health and crime reduction strategies to address the secondary impacts of addiction. This memo identifies both internal and external regulatory gaps and ultimately recommends an alcohol impact area within the downtown police precinct area as a public safety policy with a documented track record of reducing violent crime, shrinking narcotics violations, and lessening waste and litter on streets and right of ways in the city of Spokane. This memo also recommends a policy for expanding naloxone distribution to address the overdose crisis impacting the downtown police precinct area.

Executive Summary – Alcohol Impact Area

I. **Background:** The previous administration inadvertently repealed a pre-existing alcohol impact area, which regulated the sale of certain single use alcohol products for off-premises consumption.

II. **Issue:** The sale of single serve alcohol products for off-premises consumption creates dangerous public health and public safety outcomes, disproportionately impacting poor communities and communities of color.

III. Policy Recommendations

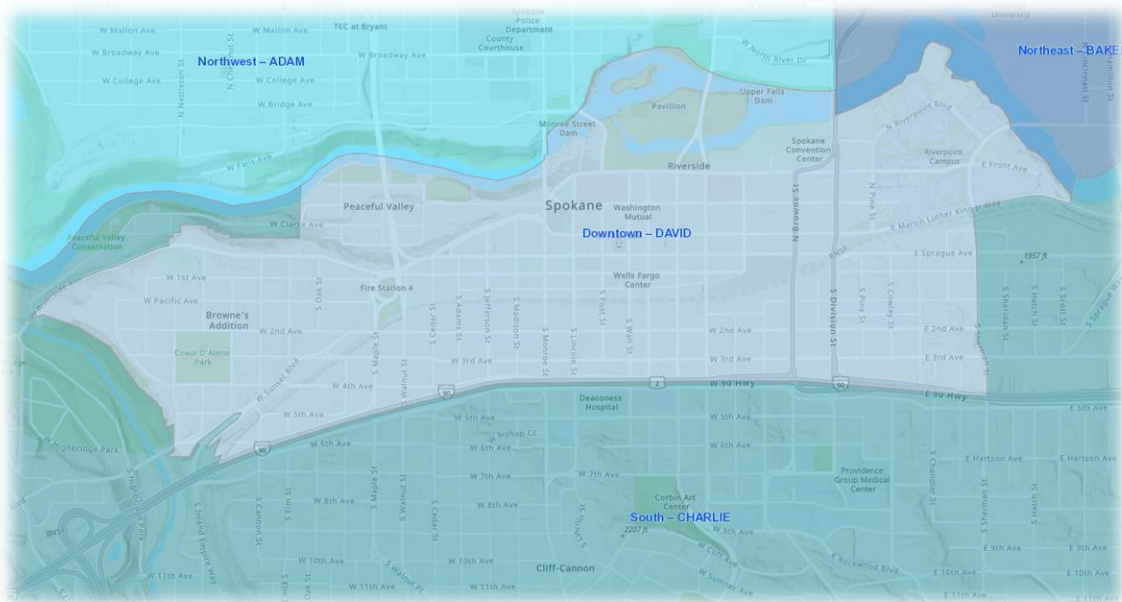
Reestablish an alcohol impact area for downtown Spokane to match the boundaries on the Spokane Police Department's downtown precinct.



2nd Avenue and Maple Street – October 23, 2024

Downtown Police Precinct Area

Census Tract 35, Census Tract 36.01, Census Tract 36.02, and a small part of Census Tract 145 fall within the Spokane Police Department’s downtown precinct area. The downtown precinct borders I-90 to the south, the Spokane River to the north, Latah Creek/High Bridge Park to the west, and Sherman Avenue to the east.



Census Tracts 35, 36.01 and 36.02 encompass the Riverside, Peaceful Valley, and Browne’s Addition neighborhoods, respectively. Over 9,000 Spokane residents live in these three census



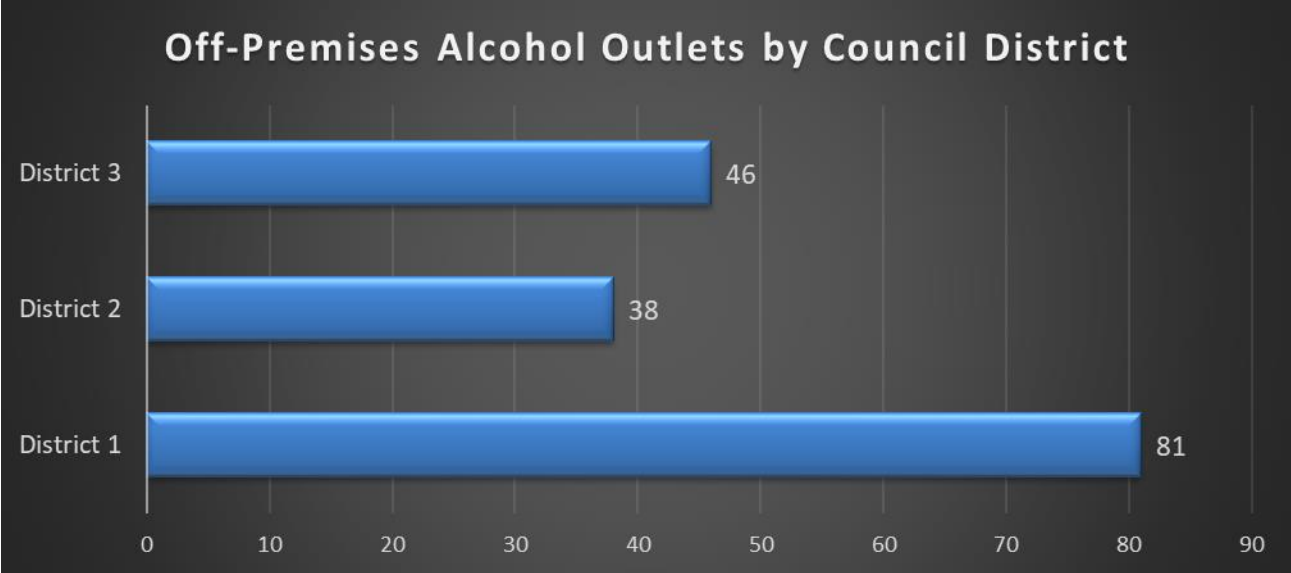
tracts – a population larger than the city of Medical Lake. These neighborhoods are racially more diverse than most other neighborhoods and have high Social Vulnerability Index (SVI) scores as measured by the Centers for Disease Control and Prevention (Agency for Toxic Substances and Disease Registry, 2024). Half of residents in the Riverside Neighborhood (Census Tract 35) live below the federal poverty line. Census Tract 35 has the lowest median household income of any census tract in the city, and all three neighborhoods have unemployment rates higher than the citywide rates.

Nearly 95% of Census Tract 35 residents are renters, and more than a quarter of residents in both Riverside and Browne’s Addition neighborhoods lack access to a vehicle (U.S. Census Bureau, 2024). Most of the downtown area is considered a food desert (Spokane Food Policy Council, 2016). Some residents formerly utilized the Rite Aid along Howard Street for basic food and grocery items but the store’s closure in 2023 necessitates many residents to depend on other off-premises alcohol outlets for basic food items. If Main Market Co-op closes, dependence on off-premises alcohol outlets for necessities will grow even greater (Billingham, 2024). Currently, nine of the fourteen SNAP retailers within the downtown police precinct area are convenience stores (U.S. Department of Agriculture, 2024).

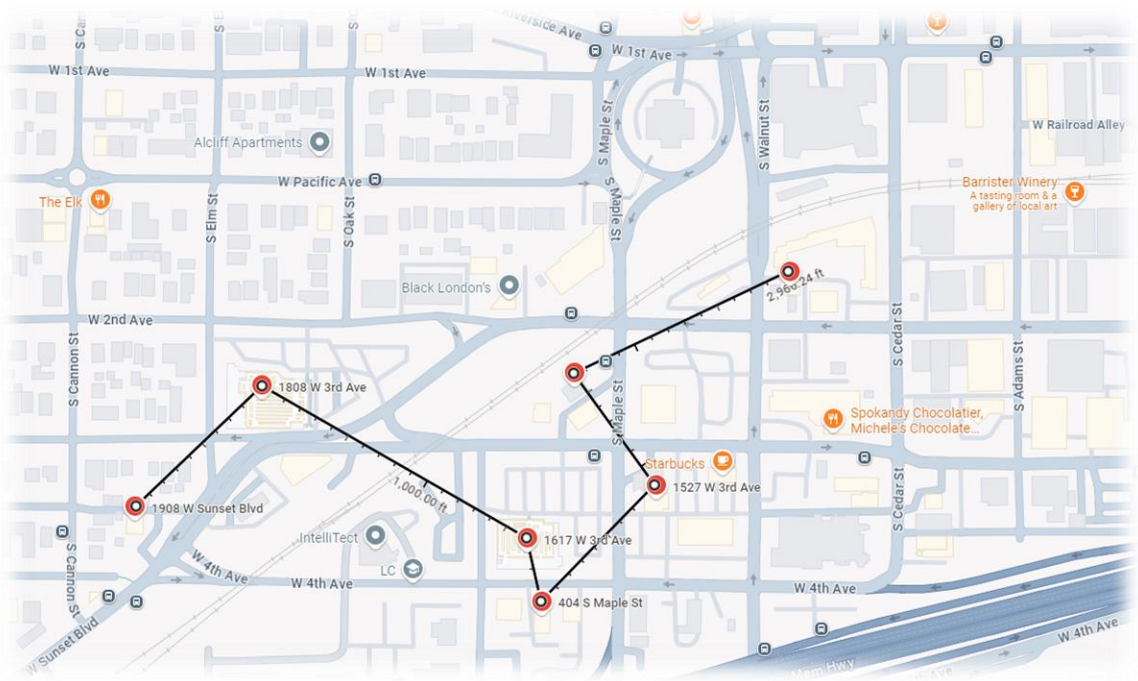
Historically, the Riverside Neighborhood suffered from the highest violent crime rate of any area in Spokane County while Browne’s Addition had the fourth highest violent crime rate in the county (Spokane Regional Health District, 2017). Current crime statistics show a reduction in violent crime year-to-date within the downtown police precinct area, however downtown Spokane is perceived as being “unsafe” (Greater Spokane Inc., 2024). The perception that downtown Spokane is “unsafe” has compounding social capital impacts on the residents living in these neighborhoods (Theall, Scribner, Cohen, Schonlau, & Farley, 2009). This perception may slow the physical property investments critical to improving public safety and enhancing public health within the neighborhood (Walter, Acolin, & Marie, 2024).

Off-Premises Alcohol Outlets (Liquor Stores/Convenience Stores)

Off-premises alcohol outlets include liquor stores and convenience stores selling liquor and high-octane alcohol products where patrons buy the alcohol to be consumed off-premises. As of early October 2024, there were 145 off-premises alcohol outlets licensed by the Washington State Liquor and Cannabis Board (LCB) or going through the licensing process in the city of Spokane. More than half of all off-premises alcohol outlets were in City Council District 1.



Multiple studies show that off-premises alcohol outlets are disproportionately located in communities with lower incomes and in neighborhoods with a higher percentage of non-white residents (Romley, Cohen, Ringel, & Sturm, 2007). The Riverside and Browne’s Addition neighborhoods have nearly three off-premises alcohol outlets for every 1,000 residents. Contrast this with the Southgate neighborhood, which boasts only 0.38 off-premises alcohol outlets for every 1,000 residents and Indian Trail which has 0.50 off-premises alcohol outlets for every 1,000 residents.



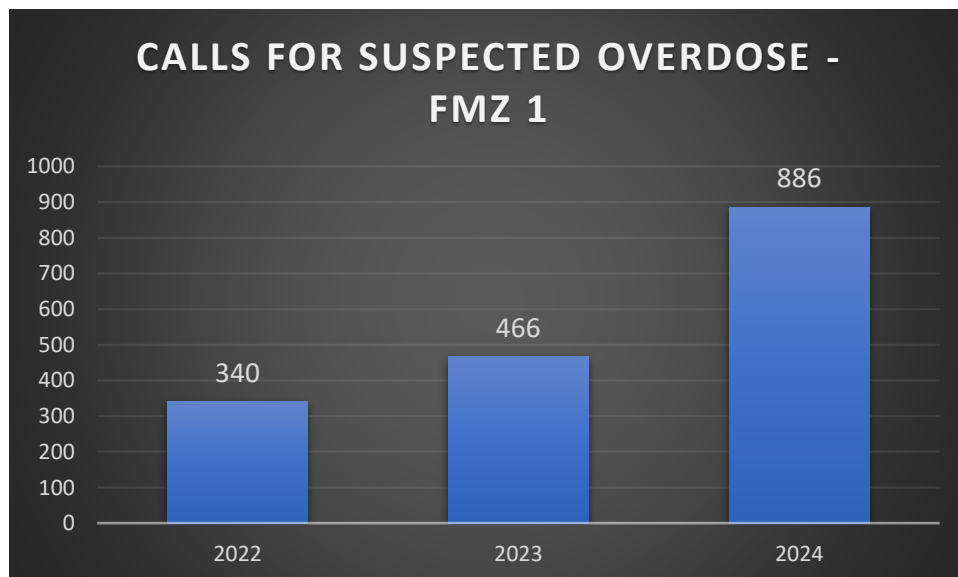
Seven Off-Premises Alcohol Outlets within 0.5 miles in downtown Spokane



Census Tract 145 has nearly four off-premises alcohol outlets for every 1,000 residents. Like the Riverside neighborhood, nearly half of residents in Census Tract 145 (East Central) live below the federal poverty line.

Alcohol and drug-related deaths continue to rise in Spokane County (Starks, Sharkova, Leibenguth, & Huber, 2024) Off-premises alcohol outlets have a significant effect on crime and the quality of life in neighborhoods (Fitterer, Nelson, & Stockwell, 2015). Off-premises alcohol outlets are associated with shootings (Osborne, Duggan, Shulman, & Cabeza, 2024), assaults (Miller, 2024), and robberies (Frint, 2024). There is even a strong association between off-premises alcohol outlets and the rate of pedestrian injuries (Nesoff, et al., 2018). The density of off-premises alcohol outlets in neighborhoods is a risk factor for youth and young adult substance use (U.S. Department of Health & Human Services, 2016).

Off-premises alcohol outlets in downtown Spokane are also places where drug activities take place (Sanford, We spent a weekend at Spokane's most notorious intersection. Here's what we saw., 2023). Unsurprisingly, public health research finds the proliferation of off-premises alcohol outlets is associated with higher rates of drug overdose. A study of the city of Baltimore published in the International Journal of Drug Policy found “each additional off-premises alcohol outlet was associated with a 16.6% increase in neighborhood overdose rate” (Nesoff, et al., 2021). The City of Spokane’s Fire Management Zone 1 serves the downtown police precinct area east of Lincoln Street to I-90 to the south and the Spokane River to the north. There are eight off-premises alcohol outlets within Fire Management Zone 1. Fire Management Zone 1 has seen an alarming increase in overdose calls over the last 3 years.



Spokane Fire Department Data - October 31, 2024

Off-Premises Alcohol Outlets in Downtown Spokane

There are seventeen active and licensed off-premises alcohol outlets in the downtown police precinct area and one licensee pending approval from the Washington State Liquor and Cannabis Board. Most of these off-premises alcohol outlets are traditional convenience retailers except for four supermarkets (Rosauers Supermarket, Downtown Grocery Outlet, Main Market Co-op, and PM Jacoy’s), a specialty wine shop (Vino! A Wine Shop), and a hotel (Best Western Plus City Center).

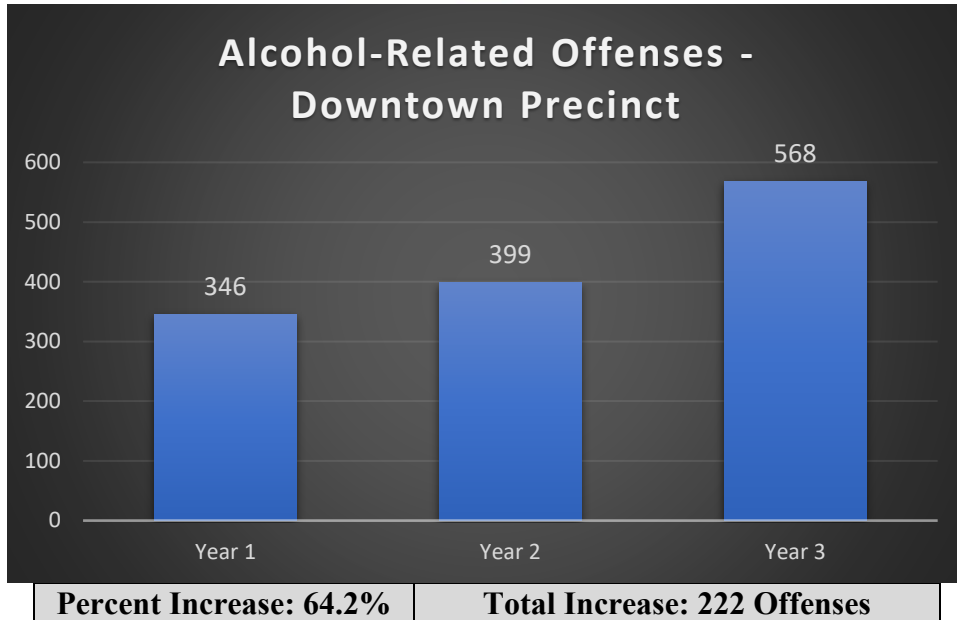
Off-Premises Licensee (Tradename)	Address	Hours
7-ELEVEN STORE #32703B	177 S DIVISION ST	24 Hours
BAINS LIQUOR MART MAPLE	404 S MAPLE ST	24 Hours
BAINS MART 2ND AVE	1428 W 2ND AVE	24 Hours
BEST WESTERN PLUS CITY CENTER	33 W SPOKANE FALLS BLVD	N/A
CITY FUEL	1527 W 3RD AVE	6:00am – 10:00pm
CONOCO FOOD MART	1602 W 3RD AVE	24 Hours
DIVINE 11 MIDCITY	822 W 2ND AVE	6:00am – 1:00am
DIVISION EXPRESS	3 EAST 3RD AVE	6:00am – 12:30am
DOWNTOWN QUICK STOP	10 N POST ST STE 102	6:00am – 12:00am
DOWNTOWN QUICK STOP 2	10 N POST ST STE 16	6:00am – 12:00am
DOWNTOWN QUICK STOP III ¹	501 W SPRAGUE AVE	
DOWNTOWN SPOKANE GROCERY OUTLET	1617 W 3RD AVE	8:00am – 9:00pm
MAIN MARKET CO-OP	44 W MAIN AVE	8:00am – 8:00pm
P M JACOY’S	402 W SPRAGUE AVE	7:00am – 7:00pm
ROSAUERS SUPERMARKETS #2	1808 W 3RD AVE	6:00am – 10:00pm
SUNSET GROCERY	1908 W SUNSET BLVD	24 Hours
THE PIGGY MART	932 W 3RD AVE	5:00am – 2:00am
VINO! A WINE SHOP	222 S WASHINGTON ST	10:00am – 7:00pm

Although crime is down year-to-date in the downtown police precinct area overall, alcohol-related incidents in the area have grown 64% over the last three years.²³

¹ Off-Premises liquor license is currently pending.

² Ernst, Spokane Police Department; **Method:** All police report offenses were reviewed using the FBI NIBRS flag “Offender suspected of using Alcohol”. Any offenses where that flag was set to Yes were included. Additionally, all statutes in the system were reviewed for key terms like “alcohol”, “liquor”, “open container”, and “DUI”. If the statute reflected alcohol use but the “Offender suspected of using Alcohol” flag was set to No or Unknown, the offense was counted anyway.

³ Year 1 is 10/1/2021 to 9/30/2022. Year 2 is 10/1/2022 to 9/30/2023. Year 3 is 10/1/2023 to 9/30/2024



Specifically, alcohol-related offenses within 1,000 feet of ten off-premises alcohol outlets within the downtown police precinct area are up over the same 3-year period.

<u>Licensee</u>	<u>Percent Increase – 3 Year Period</u>
7-ELEVEN STORE #32703B	108%
BAINS LIQUOR MART MAPLE	4%
CONOCO FOOD MART	30%
DIVINE 11 MIDCITY	44%
DIVISION EXPRESS	154%
DOWNTOWN QUICK STOP 1 & 2	106%
DOWNTOWN SPOKANE GROCERY OUTLET	23%
P M JACOY'S	114%
THE PIGGY MART	39%

Alcohol Impact Areas (AIA)

The purpose of an alcohol impact area is for local governments to mitigate illegal activities linked with the sale or public consumption of alcohol within a geographic area of their jurisdiction (Washington State Liquor and Cannabis Board, 2024). Certain conditions and

restrictions may be implemented on off-premises alcohol outlets including the limitation of hours of operation for off-premises sales, banning of certain alcohol items, and a prohibition on the sale of single-serve containers (Washington State Liquor and Cannabis Board, 2019).

As of October 2024, most of the off-premises alcohol outlets within the downtown police precinct area were selling high-octane alcohol products that were previously restricted less than two years ago within the downtown alcohol impact area.

Importantly, the petitioning local government is responsible for suggesting the conditions and restrictions for consideration of the Washington Liquor and Cannabis Board per Washington Administrative Code 314-12-215. In addition to LCB-adopted conditions and restrictions, local governments are given sixty days to register objections under RCW 66.24.010 to new liquor license applications within alcohol impact areas versus only twenty days for licenses outside of an alcohol impact area. Implementation of an alcohol impact area requires adoption of an ordinance by the Spokane City Council executing a six-month voluntary compliance period. The City will communicate to all off-premises alcohol outlet licensees in the area with a request to voluntarily comply with the conditions and restrictions. The LCB may formalize the conditions and restrictions if the licensees fail to comply with the conditions and restrictions placed by the voluntary alcohol impact area.

There are mandatory alcohol impact areas in large cities across Washington. All four cities with current alcohol impact areas have alcohol impact areas in their downtown core.

City	# of AIAs	Year Established
Seattle	2	1999
Tacoma	3	2008
Olympia	1	2014
Everett	1	2016

The first alcohol impact area was approved in Seattle’s Pioneer Square. In addition to certain product bans, the Pioneer Square alcohol impact area restricted the sale of off-premises alcohol between 6:00am and 9:00am and prohibited the sale of single serve containers (Nguyen, n.d.).

There is also a voluntary alcohol impact area in the city of Vancouver (City of Vancouver Washington, 2008). These large Washington cities have had multiple opportunities to end their alcohol impact area designations and have chosen not to repeal them. Reports published by law enforcement from these cities are clear: alcohol impact areas reduce crime. A report from the City of Seattle reviewing a five-year period from 2017-2022 found alcohol impact areas continue to have, “significant and positive effects on curbing the problems associated with chronic inebriation and public safety”. An external study of the City of Seattle’s alcohol impact areas supports the City of Seattle’s Department of Neighborhoods findings (Tarnai, 2009). Community organizations such as the Downtown Seattle Association and Chinatown-International District Business Improvement Area strongly advocated for the renewal of Seattle’s alcohol impact areas in 2022 (City of Seattle - Seattle Department of Neighborhoods, 2022). Similarly, the City of Everett also saw a decrease in alcohol-related incidents after the implementation of their alcohol impact area (Templeman, 2022).



The City of Spokane previously had two mandatory alcohol impact areas: Downtown, East Central, and one voluntary area: West Central. The downtown alcohol impact area’s previous perimeter was from Cannon Street as the west boundary to Scott Street to the east and Spokane Falls Boulevard as the north boundary to Fifth Avenue as the south boundary. The downtown alcohol impact area was officially adopted by the Washington Liquor and Cannabis Board in 2010. The West Central voluntary alcohol impact area was created in 2011 and subsequently repealed by the City Council in 2012 after neighborhood pushback (Brunt, Alcohol impact area dropped, 2012). The Downtown and East Central alcohol impact areas existed until 2022, when they were inadvertently repealed by the previous administration and City Council in Emergency Ordinance C36289.

A year before the downtown and East Central alcohol impact areas were repealed, researchers from the University of Minnesota School of Public Health published a study on the crime reduction success of alcohol impact areas in Tacoma as well as downtown and East Central in Spokane. Crucially, one of the most significant reductions of crime within the alcohol impact areas were narcotic drug violations. Other crimes, including assaults, also decreased significantly (Jones-Webb, et al., 2021). This study matches Washington State University research published in 2009 that established the efficacy of the City of Seattle’s alcohol impact areas. The WSU study found the rate of drug-related EMS incidents declined after implementing the alcohol impact area (Tarnai, 2009).

A five-year analysis of the downtown alcohol impact area completed and published by the Spokane Police Department showed the downtown alcohol impact area to have a “consistent and lower rate of increase in calls for service than the City [sic] of Spokane as a whole (Meidl, 2020)”.



Downtown AIA - City of Spokane

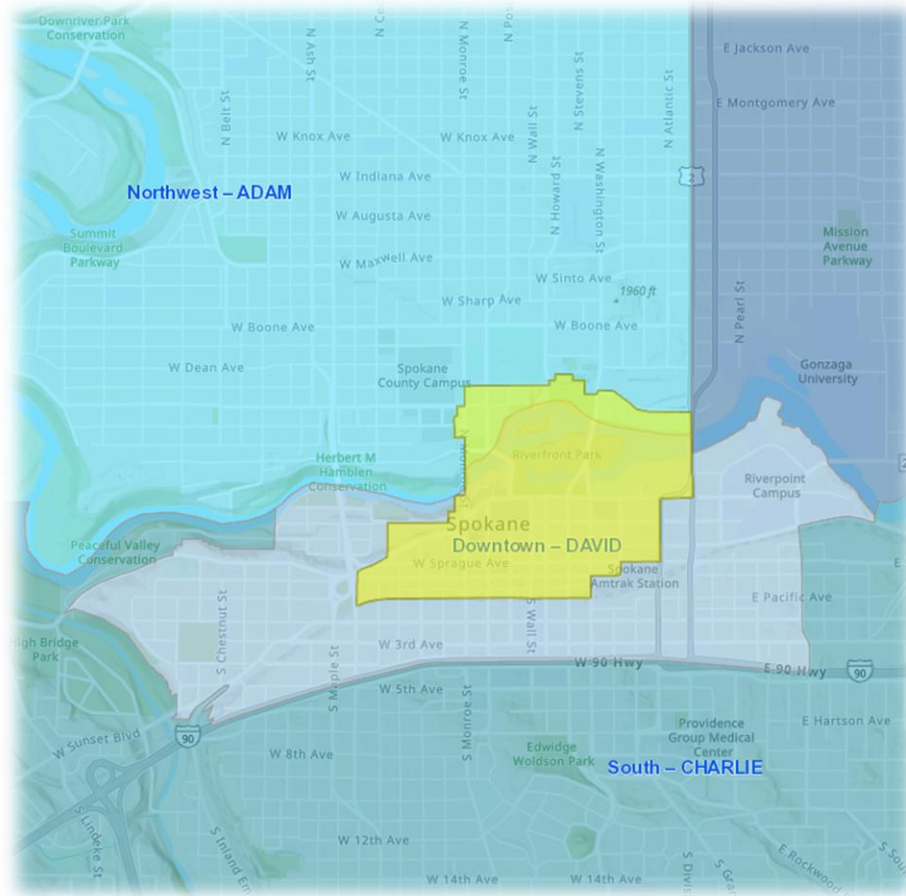
The East Central alcohol impact area drew praise from the East Spokane Business Association as having an almost immediate impact (Hewitt, 2012 Annual Report - East Central AIA, 2013):

“The East Central Alcohol Impact Area (AIA) has made a significant impact in the very short time it has been in effect. The East Central Neighborhood, Spokane International District and South Perry Street District have seen decreases in public intoxication, littering, loitering and disorderly conduct. The East Spokane Business Association is pleased with the immediate and positive impact the AIA has made in this neighborhood” - Jack-Daniyel Strong, Former ESBA President

Opponents of alcohol impact areas see the implementation of an alcohol impact area as designating that neighborhood a ‘problem’ zone (Brunt, Restrictions on alcohol sales get fresh look, 2012). Critics of alcohol impact areas also argue the criminal and nuisance activities reduced by an alcohol impact area simply get pushed to other neighborhoods (Hewitt, Retired Neighborhood Resource Officer - Spokane Police Officer, 2024). There is no evidence that supports the alcohol impact areas in East Central or downtown shifted chronic inebriation and other alcohol-related illegal activities to other neighborhoods. The Washington State University study of the City of Seattle alcohol impact areas found no evidence of dispersion of alcohol-related incidents to other neighborhoods. Furthermore, the study found no evidence of decline in retail sales for the retailers with liquor licenses within the alcohol impact area. In fact, retailers saw stable growth during the study period after the alcohol impact area was implemented (Tarnai, 2009).

Mitigating the data collection and reporting requirements of the alcohol impact area is an important consideration as the resources necessary to implement and maintain the designation could outweigh potential benefits (Anderson, 2024). To maximize crime reduction and public health benefits and to streamline data collection, a restored downtown alcohol impact area should match the boundaries of the downtown police precinct area (Census Tract 35, Census Tract 36.02, and western portion of Census Tract 145). This area is slightly smaller than the previous downtown alcohol impact area.

The Downtown Spokane Partnership recently added the restoration of the downtown alcohol impact area to their 2025 local legislative priorities. The downtown police precinct area covers most of the downtown business improvement district (BID) boundary.



Downtown BID Boundary overlaid on the Downtown Police Precinct Area

Off-premises Alcohol Retail Sales Hours

Washington state law prohibits the sale of alcohol from 2:00am to 6:00am unless restricted by local government (State of Washington, 2001). Local governments must restrict *all* operating hours within the jurisdiction equally unless the licensees are within a Washington Liquor and Cannabis Board-recognized alcohol impact area.

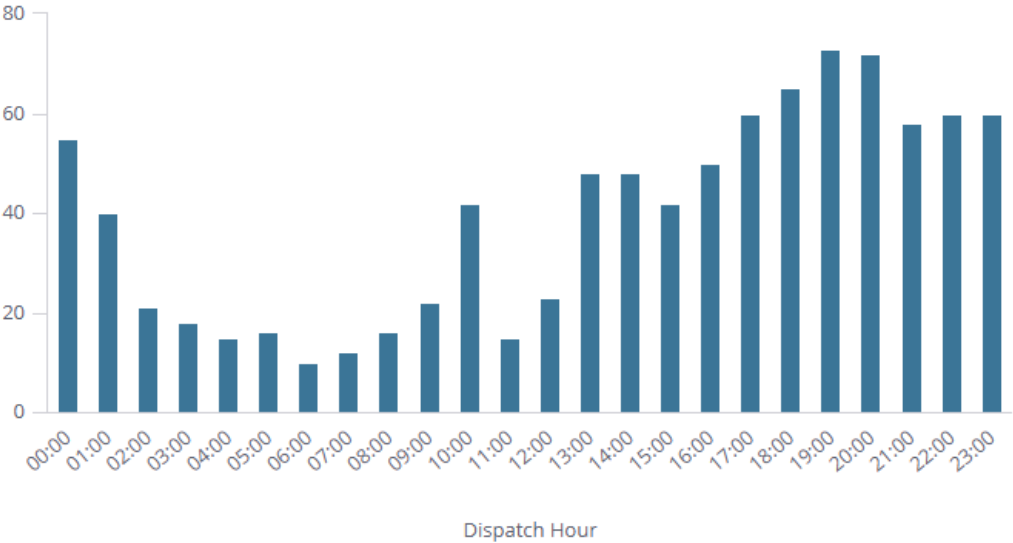
Spokane Police Department data over the last three years show more than 30% of all alcohol-related incidents⁴ downtown take place between midnight and 2:00am.⁵

⁴ NIBRS “Offender Suspected of Using Alcohol” value set to “Yes”.

⁵ Data pulled by Shawna Ernst from December 15th, 2021, through December 15th, 2024.



Likewise, the Spokane Fire Department responded to nearly 1500 calls for service and transported 363 individuals to the emergency department between 2022 and 2024 for alcohol-related incidents just within Fire Management Zone 1.



Calls for service related to alcohol peak between 7:00pm and 8:00pm within Fire Management Zone 1, however, many EMS calls also come between 12:00am and 2:00am.⁶ Calls for service drop significantly between 2:00am and 6:00am when alcohol sales are prohibited.

⁶ It is likely that this data is underreported. Based on information provided by the Spokane Fire Department, it is possible that many additional calls have an alcohol component but were documented as a trauma. For example,



Limiting hours when alcohol can be sold and served is a proven public health intervention and public safety strategy (Jernigan, Sparks, Yang, & Schwartz, 2013). This public health and safety strategy is endorsed by the World Health Organization (World Health Organization, 2017) and the Substance Abuse and Mental Health Services Administration (Substance Abuse and Mental Health Services Administration (SAMHSA), 2022). A recent study from Baltimore found that shortening overnight sales of alcohol reduced violent crime in the immediate and surrounding areas and saved the City of Baltimore millions of dollars in annual costs (McKoy, 2024).

Off-Premises Licensee (Tradename)	Weekday Hours	Weekend Hours
7-ELEVEN STORE #32703B	24 Hours	24 Hours
BAINS LIQUOR MART MAPLE	24 Hours	24 Hours
BAINS MART 2ND AVE	24 Hours	24 Hours
BEST WESTERN PLUS CITY CENTER	N/A	N/A
CITY FUEL	6:00am – 10:00pm	6:00am – 10:00pm
CONOCO FOOD MART	24 Hours	24 Hours
DIVINE 11 MIDCITY	6:00am – 11:00pm	6:00am – 1:00am
DIVISION EXPRESS	6:00am – 10:00pm	6:00am – 12:30am
DOWNTOWN QUICK STOP	6:00am – 12:00am	6:00am – 12:00am
DOWNTOWN QUICK STOP 2	6:00am – 12:00am	6:00am – 12:00am
DOWNTOWN SPOKANE GROCERY OUTLET	8:00am – 9:00pm	8:00am – 9:00pm
MAIN MARKET CO-OP	8:00am – 8:00pm	8:00am – 8:00pm
P M JACOY'S	7:00am – 7:00pm	7:00am – 7:00pm
ROSAUERS SUPERMARKETS #2	6:00am – 10:00pm	6:00am – 10:00pm
SUNSET GROCERY	24 Hours	24 Hours
THE PIGGY MART	5:00am – 2:00am	5:00am – 2:00am
VINO! A WINE SHOP	10:00am – 7:00pm	10:00am – 7:00pm

Extending the prohibition of overnight off-premises retail sales of alcohol from 2:00am to 12:00am would reduce the current alcohol sales periods for eight off-premises alcohol outlets in the downtown police precinct area. Extending the overnight sales prohibition by two hours would reduce the five twenty-four-hour stores daily alcohol sale period by two hours each day. Division Express would reduce its alcohol sale period by 30 minutes on weekends. Divine 11 MIDCITY would reduce its alcohol sale period by 1 hour on weekends. The Piggy Mart would reduce its alcohol sale period a total of two hours each day.

when a patient falls from intoxication and 911 is activated, that call could get recorded as a trauma. Also, if the Fire Department arrives on a scene and a person is intoxicated and is requesting detox services the call could be recorded as a public assist.

Off-Premises Licensee (Tradename)	Weekday Alcohol Retail Hours Reduced	Weekend Alcohol Retail Hours Reduced
7-ELEVEN STORE #32703B	2 Hours	2 Hours
BAINS LIQUOR MART MAPLE	2 Hours	2 Hours
BAINS MART 2ND AVE	2 Hours	2 Hours
CONOCO FOOD MART	2 Hours	2 Hours
DIVINE 11 MIDCITY	0 Hours	1 Hour
DIVISION EXPRESS	0 Hours	30 minutes
SUNSET GROCERY	2 Hours	2 Hours
THE PIGGY MART	2 Hours	2 Hours

Importantly, this condition would not require businesses to change their retail hours. This condition would simply prohibit the sale of alcohol during the overnight hours.

Single-Serve Alcohol Containers

Single-serve/ready-to-drink alcohol beverages have grown in popularity over the last several years. Nationally, flavored malt beverage products such as Twisted Tea⁷, Mike’s Harder Lemonade, and Smirnoff products are second only to regular beer in beer-based beverage sales at convenience stores. Flavored malt beverages also have the largest gross profit margins among beer-based beverages at off-premises alcohol outlets such as convenience stores (Conway, 2024). Collectively, these multi-billion-dollar beverage companies engage in marketing that public health professionals contend target youth and vulnerable communities (O’Brien, Mathieu, Bikomeye, Busalacchi, & Borisy-Rudin, 2023).

Single-serve alcohol bottles, ready-to-drink (alcopops), tall boy cans, and miniatures (also known as ‘nips’) are also a significant source of litter and trash in the downtown core. Elected leaders in cities such as Boston (Jonas, 2023) have sought to prohibit the outright sale of miniatures and single-serve alcohol containers because of the detrimental waste impacts (Thys, 2023). The City of Spokane is currently spending hundreds of thousands of taxpayer dollars addressing litter and trash in the downtown core where single-serve alcohol containers are a significant source of litter⁸.

The following photos are a snapshot informal trash survey of single-serve containers found within the downtown police precinct area along 2nd Avenue and 3rd Avenue on October 26, 2024.

⁷ Owned by the Boston Beer Company

⁸ Special Budget Ordinance C36520











The single-serve containers seen above are inexpensive and have a higher alcohol by volume than traditional beer. Earthquake High Gravity Lager was the product most noticeable during the October 26, 2024, informal trash survey. Earthquake High Gravity Lager is also the product with the highest alcohol by volume content at the lowest price identified during the survey. Earthquake High Gravity Lager was previously restricted for purchase downtown under the downtown alcohol impact area.

Product	Purchase Price in \$	Alcohol/Volume	Number of U.S. standard drinks⁹
Earthquake High Gravity Lager	\$1.99	10%	4.0 Drinks
Hurricane High Gravity	\$2.39	8.1%	3.4 Drinks
Mike's Harder (Mango)	\$4.35	8%	3.2 Drinks
Smirnoff Ice Smash	\$3.69	8.1%	3.2 Drinks
Fireball Miniature	\$1.19	16.5%	0.5 Drinks
99 Brand Peaches	\$1.19	15%	0.4 Drinks

⁹ <https://rethinkingdrinking.niaaa.nih.gov/tools/calculators/drink-size-calculator>

Alcohol Impact Area Process



The Alcohol Impact Area process is lengthy and will require commitment from multiple departments including the Spokane Police Department, Code Enforcement, and City Attorney's Office. The City will be required to conduct multiple litter/trash surveys, obtain letters of support from neighborhood councils and business organizations, and provide evidence of the City's good faith efforts to address the problems voluntarily. If the petition to the LCB is successful, the City will publish a Year One Report on the effectiveness of the alcohol impact area followed by an assessment every five years.



Executive Summary – Naloxone Distribution and Smoking Paraphernalia

I. **Background:** The State of Washington preempts the field of drug paraphernalia except for ordinances regulating harm reduction practices.

II. **Issue:** Downtown Spokane is suffering from its highest overdose rate on record. Data suggests that people who use drugs and/or witness overdoses do not have adequate access to naloxone to reverse an opioid overdose. There are multiple businesses in downtown Spokane selling products such as pipes and foils used to consume illicit substances creating negative externalities for taxpayers and residents in the Riverside and surrounding neighborhoods.

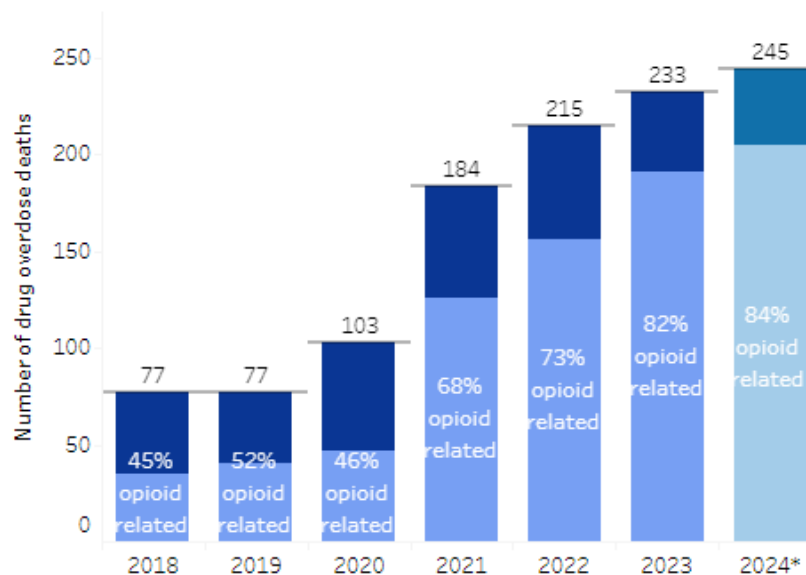
III. Policy Recommendation

Prohibit the sale of smoking paraphernalia within the downtown police precinct area unless providing naloxone for free during every transaction involving smoking paraphernalia.

Downtown Spokane Overdose Crisis

Preliminary numbers from Spokane County death certificate data indicate 245 people have died from drug overdose in 2024 in Spokane County. Spokane continues to see an alarming increase in drug overdose deaths with most of those deaths caused by opioids.

Overdose Deaths Over Time, Spokane County



The 2024 death data are preliminary and are expected to change.

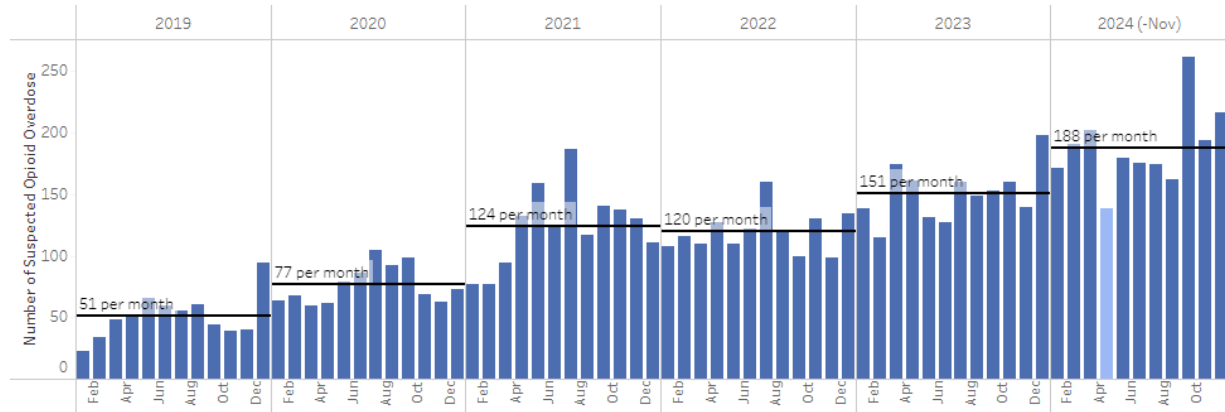
*Data were updated as of 12/16/2024.

Source: Death Certificate Data

Spokane County Opioid Dashboard

In September, Spokane County saw its highest number of Emergency Medical Services (EMS) calls for suspected overdose on record. Spokane County’s non-fatal overdose emergency department visits also outpace the state rate.

Suspected opioid overdose

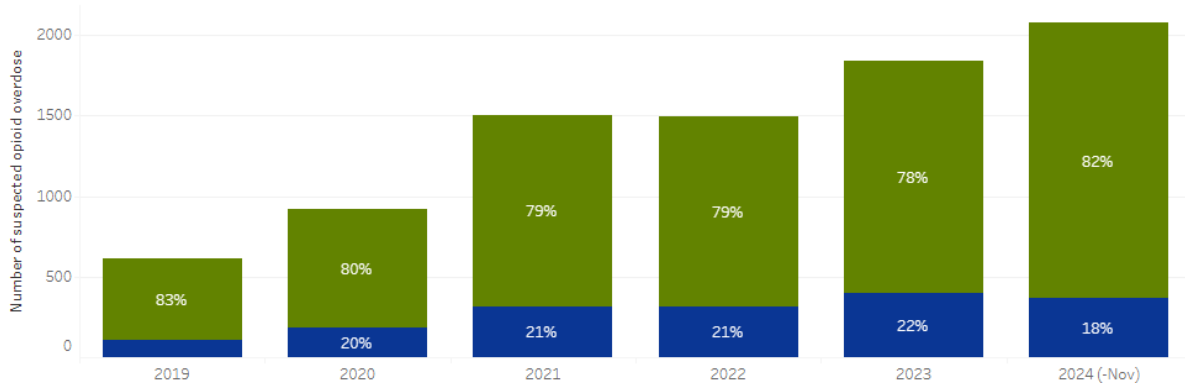


Source: Washington Emergency Medical Services Information System (WEMSIS) (As of 12/05/2024)
 Note: The April 2024 EMS Opioid Overdose report data are incomplete. Interpret with caution. The reporting issues are due to the transition between ePCR vendors and to the NEMSIS V3.5 data standard. The estimated % of EMS responses reported to WEMSIS in Spokane County in April 2024 was 39% as compared to nearly 100% in other months.

Paradoxically, the percentage of people experiencing opioid overdoses in Spokane who were administered naloxone prior to EMS arrival is also the lowest it has been since 2019.

- Indicators
 - Improved Naloxone response
 - Opioid impression
 - Suspected opioid overdose
 - % of suspected overdose with improved Naloxone respon...
 - Incident by age overtime (Spokane only)
 - Naloxone administered prior to EMS arrival (Spokane only)
- Geography
 - Spokane County
 - Washington State

Naloxone administered prior to EMS arrival (Spokane only)



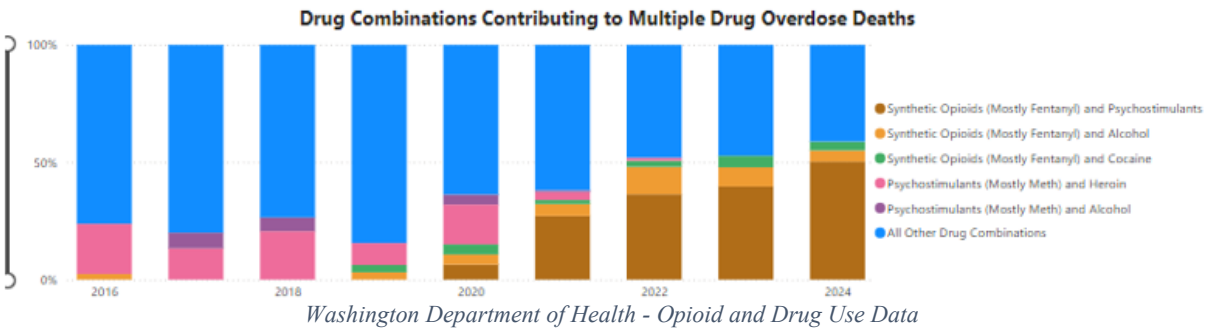
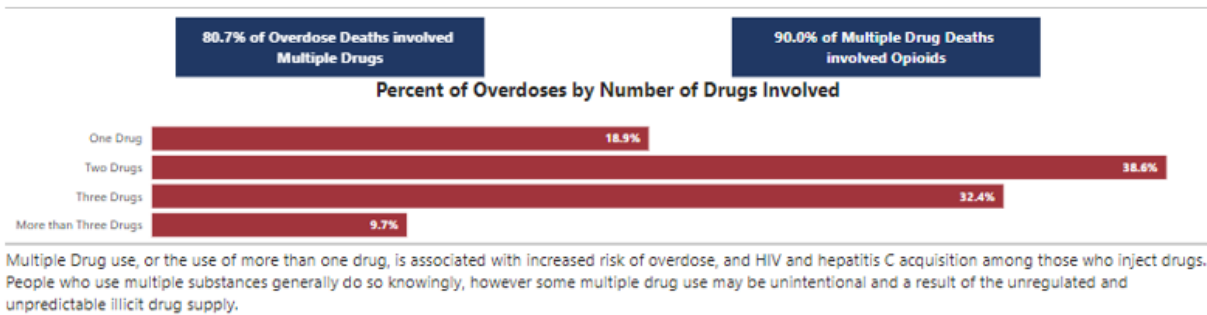
Source: Washington Emergency Medical Services Information System (WEMSIS) (As of 12/05/2024)
 Note: The April 2024 EMS Opioid Overdose report data are incomplete. Interpret with caution. The reporting issues are due to the transition between ePCR vendors and to the NEMSIS V3.5 data standard. The estimated % of EMS responses reported to WEMSIS in Spokane County in April 2024 was 39% as compared to nearly 100% in other months.



Smoking Supplies/Drug Paraphernalia

Smoking is the most common way individuals consume both fentanyl and methamphetamine (Singh, Banta-Green, & Kingston, 2022). Foil is the most used smoking equipment for fentanyl followed by glassware such as pipes. A report published by the Centers for Disease Control and Prevention in February 2024 found that smoking was the predominant method of consumption that resulted in overdose deaths in the Western United States. In fact, almost 80% of overdose deaths showed no signs of injection/intravenous use (Tanz, et al., 2024).

The Spokane Regional Opioid Task Force (SROTF) reports synthetic opioids like fentanyl and carfentanil are showing up in other drugs including methamphetamine, cocaine, MDMA, and molly (Spokane Regional Opioid Task Force (SROTF), n.d.). A combination of fentanyl and psychostimulants, such as methamphetamine, are responsible for more than half of all overdose deaths in Spokane County.



There are multiple retail outlets in the city of Spokane that sell smoking paraphernalia such as butane torches, pipes, and foils. These businesses are primarily off-premises alcohol outlets, marijuana outlets, or smoke shops. There are five off-premises alcohol outlets selling torches, pipes, and foils within the downtown police precinct area (not including marijuana retailers). While marijuana retailers selling pipes and smoking paraphernalia are regulated by the Washington State Liquor and Cannabis Board and are age restricted to minors¹⁰, off-premises alcohol outlets selling the same smoking paraphernalia are not age restricted.

¹⁰ RCW 69.50.357

Foils are also sold at many off-premises alcohol outlets downtown. New studies suggest that the re-use of foil for smoking may increase the risk of overdose (Ciccarone, et al., 2024). Burned foil is also a significant source of litter in downtown Spokane. Littered foils with drug residue are dangerous for animals and have led to multiple incidents involving pets who required overdose reversal medication after consuming littered foils (Sanford, It's not just humans — dogs in Spokane are also overdosing on drugs, 2024).



It is a Class 1 civil infraction under Washington state law to sell drug paraphernalia.¹¹ Washington’s drug paraphernalia law provides that “[In determining whether an object is drug paraphernalia under this section, a court or other authority should consider, in addition to all other logically relevant factors, the following:] (6)[(f)] *Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he or she knows, or should reasonably know, intend to use the object to facilitate a violation of this chapter; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this chapter shall not prevent a finding that the object is intended or designed for use as drug paraphernalia.*” Simply, these outlets are either breaking state law and subject to a Class 1 civil infraction, or they are selling products that may be subject to regulation by local governments utilizing their policing power (Spitzer, 2000).

The outlets selling pipes, torches, foils, and other smoking supplies market the paraphernalia for legal use only despite common sense and acknowledgement by local (Lawrence-Turner, 2008) and federal law enforcement (Drug Enforcement Agency, 2023) that these products are generally used for consuming illicit substances. Historically, some major gas companies have ended their

¹¹ RCW 69.50.4121



relationship with Washington state convenience stores over the sale of drug paraphernalia (Schiffner, 2008).



Downtown Quick Stop 2 Window Display (Riverside Avenue – Riverside Neighborhood)

Although the State of Washington has preempted the entire field of drug paraphernalia, cities may enact ordinances relating to the establishment or regulation of harm reduction services concerning drug paraphernalia.¹² Tobacco products¹³ and vapor products¹⁴ are regulated exclusively by the Washington State Liquor and Cannabis Board. Cities like Vancouver have attempted to tackle the prevalence of smoking paraphernalia by prohibiting its display to minors (City of Vancouver Washington, 2014) – an ordinance that was modeled after the City of Spokane’s Ordinance C34213 adopted in 2008 and subsequently repealed by the Council in 2022 through the adoption of RCW criminal statutes by reference in Ordinance C36289. Other communities like Boise (Idaho Press, 2024) and Philadelphia (City of Philadelphia Licenses and Inspections, 2023) have used a mix of law enforcement and zoning to address the proliferation of stores selling smoking paraphernalia.

Naloxone Distribution

Public health leaders advocate “saturating” a community with naloxone. The goal of saturation is to eliminate lack of access to naloxone as a reason for overdose deaths (Bennett & Elliott, 2021).

¹² RCW 69.50.612

¹³ RCW 82.26.010(21)

¹⁴ RCW 70.345.010.

Naloxone, also commonly known as NARCAN, is a medication that saves lives by reversing the effects of an opioid overdose. The Washington State Department of Health recommends that people who use drugs, friends and family of people who use drugs, and those who interact with people who use drugs carry naloxone (Washington State Department of Health, n.d.). The City of Spokane's first responders carry naloxone.



Despite some access to naloxone within the city of Spokane, it is clear from the local EMS data that we are nowhere near naloxone saturation. Stigma and an inability to reach those most at risk are barriers to naloxone distribution. The reduction in injection/intravenous drug use also creates a gap in harm reduction distribution in Spokane, which has traditionally been carried out by syringe service programs (Wohlfeil, 2022). Spokane Regional Health District's syringe service program currently does not provide injective alternatives such as glass, pipes, and foils.

Naloxone is available for free at the Spokane Regional Health District Syringe Service Program and a handful of community-based organizations¹⁵ within in the city of Spokane (stopoverdose.org, n.d.). Naloxone is covered by Medicaid and may be dispensed in Washington state with or without a prescription due to a statewide standing order (Washington State Department of Health, 2024). There is no certification or training required to use naloxone and individuals are generally protected under Washington's Good Samaritan Law from civil liabilities as well as charge and prosecution for possession of a controlled substance (stopoverdose.org, 2024). Stopoverdose.org has free materials such as posters and wallet cards that could be used to distribute information about the Good Samaritan Law.

NARCAN (naloxone) can be bought online through Amazon.com, NACARAN.com, and other online retailers. The City maintains an online list of NARCAN providers on the Emergency Management webpage on the City of Spokane website along with training videos (City of Spokane, n.d.). NARCAN also available for purchase at retailers within the city of Spokane (Emergent Devices Inc. , n.d.).

¹⁵ Peer Spokane; Compassionate Addiction Treatment; M.H.A. Speakout Speakup; West Spokane Wellness Partnership



Online NARCAN (naloxone) Retailers
CVS.com
Instacart.com
Kroger.com
Riteaid.com
Target.com
Walgreens.com
Walmart.com
Wegmans.com

NARCAN (naloxone) Retailers	Address	Phone	Neighborhood
CVS Pharmacy	4915 S Regal Street	509-822-3275	Southgate
CVS Pharmacy	9770 N Newport Highway	509-466-7226	Shiloh Hills
Rite Aid	810 E 29 th Avenue	509-838-3508	Comstock
Rite Aid	2215A W Wellesley Avenue	509-328-7887	Audubon/Downriver
Rite Aid	2929 E 29 th Avenue	509-535-9056	Lincoln Heights
Target	4915 S Regal Street	509-822-3290	Southgate
Target	9770 N Newport Highway	509-466-3006	Shiloh Hills
The Medicine Shoppe Pharmacy	902 W Indiana Avenue	509-327-1504	Emerson/Garfield
Walgreens	1708 W Northwest Boulevard	509-323-0309	Emerson/Garfield
Walgreens	2830 S Grand Boulevard	509-455-3736	Manito/Cannon Hill
Walgreens	327 W 3 rd Avenue	509-838-0175	Riverside
Walmart	2301 W Wellesley Avenue	509-327-0404	Audubon/Downriver
Walmart	9212 N Colton Street	509-464-2173	Shiloh Hills

References

- Agency for Toxic Substances and Disease Registry. (2024, July 22). *Place and Health - Geospatial Research, Analysis, and Services Program (GRASP)*. Retrieved from Social Vulnerability Index: <https://www.atsdr.cdc.gov/place-health/php/svi/>
- Anderson, C. (2024, October 23). Spokane Police Officer, Civil Enforcement Unit. (A. McDaniel, Interviewer)
- Bennett, A. S., & Elliott, L. (2021). Naloxone’s role in the national opioid crisis— past struggles, current efforts, and future opportunities. *Translational Research*, 43-57.
- Billingham, E. (2024, May 9). Downtown Spokane's Main Market is at risk of closing, increasing food insecurity in the city's lowest income ZIP code. *Inlander*.
- Brunt, J. (2012, October 9). Alcohol impact area dropped. *The Spokesman-Review*.
- Brunt, J. (2012, March 18). Restrictions on alcohol sales get fresh look. *The Spokesman-Review*.

- Ciccarone, D., Holm, N., Ondocsin, J., Schlosser, A., Fessel, J., Cowan, A., & Mars, S. G. (2024, May 22). Innovation and adaptation: The rise of a fentanyl smoking culture in San Francisco. *PLoS ONE*.
- City of Philadelphia Licenses and Inspections. (2023, February). *Drug Paraphernalia Store FAQs*. Retrieved from City of Philadelphia Licenses and Inspections: https://www.phila.gov/media/20230214101514/PZ_018_FAQ_Paraphanelia-Sales-FAQ-Sheet-Rev-2.2023.pdf
- City of Seattle - Seattle Department of Neighborhoods. (2022). *Seattle Alcohol Impact Areas*. Seattle: City of Seattle.
- City of Spokane. (n.d.). *Emergency Management*. Retrieved from Naloxone (a.k.a. Narcan): <https://my.spokanecity.org/emergencymanagement/naloxone/>
- City of Spokane Washington. (2015, July 16). *Regulations for State-Licensed Marijuana Producers, Processors and Retailers - SMC 17C.347.030*. Retrieved from Spokane Municipal Code: <https://my.spokanecity.org/smc/?Section=17C.347.030>
- City of Vancouver Washington. (2008). *Alcohol Impact Area - Chapter 8.50*. Retrieved from Vancouver Municipal Code: <https://vancouver.municipal.codes/VMC/8.50>
- City of Vancouver Washington. (2014). *Vancouver Municipal Code*. Retrieved from Display of Drug Paraphernalia - Chapter 5.20: <https://vancouver.municipal.codes/VMC/5.20.010>
- Conway, J. (2024, October 7). *Dollar sales of the leading flavored malt beverages in the United States in 2024, by brand*. Retrieved from statista: <https://www.statista.com/statistics/427090/us-sales-of-the-leading-progressive-adult-beverage-brands/>
- Culver, N. (2023, January 31). *Redemption Church Looks for New Church Property, Cites High Crime Downtown*. Retrieved from FAVS News: <https://favs.news/redemption-church-looks-for-new-church-property-cites-high-crime-downtown/>
- Drug Enforcement Agency. (2023, March 6). *Drug Paraphernalia Q&A*. Retrieved from Get Smart About Drugs: <https://www.getsmartaboutdrugs.gov/content/drug-paraphernalia-qa>
- Emergent Devices Inc. . (n.d.). *NARCAN.com*. Retrieved from NARCAN.com: <https://narcan.com/en/buy>
- Fitterer, J. L., Nelson, T. A., & Stockwell, T. (2015). A Review of Existing Studies Reporting the Negative Effects of Alcohol Access and Positive Effects of Alcohol Control Policies on Interpersonal Violence. *Frontiers in Public Health*.
- Frint, E. (2024, January 1). *Man in custody after robbery in downtown Spokane, second suspect on the run*. Retrieved from KHQ.com: https://www.khq.com/news/man-in-custody-after-robbery-in-downtown-spokane-second-suspect-on-the-run/article_265625a4-a90c-11ee-ad85-873acf35f3f7.html
- Greater Spokane Inc. (2024, October 23). *Greater Spokane Inc. Launches The Pulse to Measure Voter Sentiment on Spokane's Most Pressing Issues*. Retrieved from Greater Spokane Inc.: <https://greaterspokane.org/public-policy/greater-spokane-inc-to-release-voter-poll-results-in-virtual-press-conference/>
- Hewitt, M. (2013). *2012 Annual Report - East Central AIA*. Spokane: City of Spokane.
- Hewitt, M. (2024, October 31). Retired Neighborhood Resource Officer - Spokane Police Officer. (A. McDaniel, Interviewer)
- Idaho Press. (2024, November 8). *Owner of convenience store near Boise State campus accused of selling drug paraphernalia*. Retrieved from Idaho Press: https://www.idahopress.com/news/crime_courts/owner-of-convenience-store-near-boise-



- state-campus-accused-of-selling-drug-paraphernalia/article_efe3c1a0-9dfe-11ef-9d75-83e187d8f51f.html
- Jernigan, D. H., Sparks, M., Yang, E., & Schwartz, R. (2013). *Using Public Health and Community Partnerships to*. Atlanta: Centers for Disease Control and Prevention.
- Jonas, M. (2023, March 20). *Arroyo wants to ban sale of 'nips' in Boston*. Retrieved from Commonwealth Beacon: <https://commonwealthbeacon.org/government/arroyo-wants-to-ban-sale-of-nips-in-boston/>
- Jones-Webb, R., Joshi, S., Erickson, D., McKee, P., Nelson, T., & Toomey, T. (2021). The Effectiveness of Alcohol Impact Areas in Reducing Crime in Washington Neighborhoods. *Alcohol, Clinical and Experimental Research*, 234-241.
- Jones-Webb, R., McKee, P., Joshi, S., Erickson, D., Toomey, T., & Nelson, T. (2018). *Is Restricting Sales of Malt Liquor Beverages Effective in Reducing Crime in Urban Areas?* Minneapolis: School of Public Health, Division of Epidemiology and Community Health, University of Minnesota.
- Lawrence-Turner, J. (2008, January 18). Man says novelty Love Roses feed drug problem. *The Spokesman-Review*.
- McKoy, J. (2024, April 1). *Reducing Late-Night Alcohol Sales Curbed Violent Crimes by 23% Per Year in a Baltimore Neighborhood*. Retrieved from Boston University School of Public Health: <https://www.bu.edu/sph/news/articles/2024/reducing-late-night-alcohol-sales-curbed-violent-crimes-by-23-per-year-in-a-baltimore-neighborhood/>
- Meidl, C. N. (2020). *2020 5-Year Review: Downtown AIA*. Spokane: City of Spokane.
- Miller, J. (2024, August 11). *Spokane Police Department searching for downtown gas station assault suspect*. Retrieved from KHQ.com: https://www.khq.com/news/spokane-police-department-searching-for-downtown-gas-station-assault-suspect/article_78989070-5845-11ef-813b-4bd2e2d4444e.html
- Nesoff, E. D., Milam, A. J., Branäs, C. C., Martins, S. S., Knowlton, A. R., & Furr-holder, D. M. (2018). Alcohol Outlets, Neighborhood Retail Environments, and. *Alcohol, Clinical and Experimental Research*, 1979-1987.
- Nesoff, E. D., Milam, A. J., Morrison, C. W., Branäs, C. C., Furr- Holden, D. M., Knowlton, A. R., & Martins, S. S. (2021). Alcohol outlets, drug paraphernalia sales, and neighborhood drug overdose. *International Journal of Drug Policy*.
- Nguyen, S. (n.d.). *Alcohol Impact Area Information and Updates*. Retrieved from Seattle Department of Neighborhoods: <https://www.seattle.gov/neighborhoods/about-seattle/neighborhoods-and-council-districts/alcohol-impact-area-information-and-updates>
- O'Brien, B., Mathieu, N. M., Bikomeye, J. C., Busalacchi, M., & Borisy-Rudin, F. (2023). *Alcopops: Easy to Drink and Difficult to Avoid*. Wisconsin Alcohol Policy Project.
- Osborne, A., Duggan, A., Shulman, A., & Cabeza, G. (2024, June 8). Tensions boil over with shooting at troubled intersection of Second and Division. *The Spokesman-Review*.
- Romley, J. A., Cohen, D., Ringel, J., & Sturm, R. (2007). *Alcohol and Environmental Justice: The Density of Liquor*. Santa Monica: RAND Corporation.

- Ruffing, J. (2024, October 18). Enforcement Supervisor - City of Spokane Code Enforcement. (A. McDaniel, Interviewer)
- Sanford, N. (2023, August 17). We spent a weekend at Spokane's most notorious intersection. Here's what we saw. *Inlander*.
- Sanford, N. (2024, July 4). It's not just humans — dogs in Spokane are also overdosing on drugs. *Inlander*.
- Schiffner, K. (2008, February 21). *Shell drops stations over alleged paraphernalia sales*. Retrieved from HeraldNet: <https://www.heraldnet.com/uncategorized/shell-drops-stations-over-alleged-paraphernalia-sales/>
- Singh, S., Banta-Green, C., & Kingston, S. (2022). *Distribution of Safer Drug Smoking Supplies as a Public Health Strategy*. Seattle: University of Washington Addictions, Drugs & Alcohol Institute.
- Smith, M. (2024, December 6). Health Equity Circle. (A. McDaniel, Interviewer)
- Spitzer, H. D. (2000). Municipal Police Power in Washington State. *Washington Law Review*, 495-518.
- Spokane Food Policy Council. (2016). *Spokane Regional Food System Inventory*. Spokane.
- Spokane Regional Health District. (2017). *Confronting Violence*. Spokane: Spokane Regional Health District.
- Spokane Regional Opioid Task Force (SROTF). (n.d.). *Opioid Dashboard*. Retrieved from Opioid Dashboard: <https://countyhealthinsights.org/county/spokane/dashboard/opioid-dashboard/>
- Starks, A., Sharkova, I., Leibenguth, S., & Huber, A. (2024). *Risk and Protection Profile for Substance Abuse Prevention in Spokane County*. Olympia: Washington State Department of Social & Health Services.
- State of Washington. (2001, March 29). *WAC 314-11-070*. Retrieved from Washington Administrative Code: <https://app.leg.wa.gov/wac/default.aspx?cite=314-11-070>
- stopoverdose.org. (2024, November 17). *Good Samaritan Law*. Retrieved from stopoverdose.org: <https://stopoverdose.org/basics/good-samaritan-law/>
- stopoverdose.org. (n.d.). *Washington State Naloxone Finder*. Retrieved from stopoverdose.org: <https://stopoverdose.org/find-naloxone-near-me-washington-state/>
- Substance Abuse and Mental Health Services Administration (SAMHSA). (2022). *Implementing CommunityLevel Policies to Prevent Alcohol Misuse*. . Rockville, MD: Substance Abuse and Mental Health Services Administration .
- Tanz, L. J., Gladden, M., Dinwiddie, A. T., Miller, K. D., Broz, D., Spector, E., & O'Donnell, J. (2024, February 15). *80% of overdose deaths showed no signs of injection/intravenous use (Tanz, et al., 2024)*. Retrieved from Centers for Disease Control and Prevention: <https://www.cdc.gov/mmwr/volumes/73/wr/mm7306a2.htm>
- Tarnai, J. (2009). *Post-Assessment | Seattle Washington | Alcohol Impact Areas*. Seattle: Washington State Liquor Control Board | City of Seattle.
- Templeman, D. (2022). *Alcohol Impact Area Five Year Report September 1, 2017 - August 31, 2022*. Olympia: Washington State Liquor and Cannabis Board.
- Theall, K. P., Scribner, R., Cohen, D. B., Schonlau, M., & Farley, T. A. (2009). Social Capital and the Neighborhood Alcohol Environment. *Health Place*, 323-332.
- Thys, F. (2023, December 27). *As nip ban vote nears, it's litter reduction versus convenient consumption*. Retrieved from Plymouth Independent:



- <https://www.plymouthindependent.org/as-nip-ban-vote-nears-its-litter-reduction-versus-convenient-consumption/>
- U.S. Census Bureau. (2024, October 22). Retrieved from U.S. Census Bureau.
- U.S. Department of Agriculture. (2024, November 20). *SNAP Retailer Locator*. Retrieved from SNAP Retailer Locator: <https://usda-fns.maps.arcgis.com/apps/webappviewer/index.html?id=15e1c457b56c4a729861d015cd626a23>
- U.S. Department of Health & Human Services. (2016). *Facing Addiction in America*. Washington, D.C.: Office of the Surgeon General.
- Walter, R. J., Acolin, A., & Marie, T. S. (2024). Association between property investments and crime on commercial and residential streets: Implications for maximizing public safety benefits. *SSM - Population Health*.
- Washington Health Care Authority, Washington Department of Health; Washington Office of Superintendent of Public Instruction; Washington Liquor and Cannabis Board. (2024, October 19). *Healthy Youth Survey Data Dashboard*. Retrieved from Washington State Healthy Youth Survey: <https://www.askhys.net/SurveyResults/DataDashboard>
- Washington State Department of Health. (2024, April 22). *Washington State Department of Health*. Retrieved from Washington State Standing Order to Dispense Naloxone HCl: <https://doh.wa.gov/sites/default/files/legacy/Documents/Pubs/150-127-StatewideStandingOrderToDispenseNaloxone.pdf?uid=6298fda55b362>
- Washington State Department of Health. (n.d.). *Overdose Education and Naloxone Distribution*. Retrieved from Washington State Department of Health: <https://doh.wa.gov/you-and-your-family/drug-user-health/overdose-education-naloxone-distribution>
- Washington State Liquor and Cannabis Board. (2019). *Alcohol Impact Areas - Local Authority Handbook*. Olympia: Washington State Liquor and Cannabis Board.
- Washington State Liquor and Cannabis Board. (2024, October 18). *Alcohol Impact Areas*. Retrieved from Washington State Liquor and Cannabis Board: <https://lcb.wa.gov/licensing/alcohol-impact-areas>
- Wohlfeil, S. (2022, March 17). Experts say safe smoking supplies could reduce harm of fentanyl. *Inlander*.
- World Health Organization. (2017). *Tackling NCDs*. World Health Organization.

ORDINANCE NO. C - _____

An ordinance relating to creating an Alcohol Impact Area within specific boundaries of the City of Spokane; adopting a new Chapter 10.82 of the Spokane Municipal Code.

WHEREAS, the Washington Administrative Code (WAC) Section 314-12- 215 provides that, as a condition precedent to the City requesting that the Washington State Liquor Control Board enact additional restrictions on off premises alcohol sales within an area of the City adversely affected by chronic public inebriation or illegal activity associated with alcohol sales or consumption, an ordinance must designate such an area as an Alcohol Impact Area (AIA); and

WHEREAS, the City seeks to establish a downtown AIA within the boundaries of the downtown police precinct area; and

WHEREAS, illegal activity associated with alcohol sales and consumption within the AIA is contributing to the deterioration of the general quality of life within the AIA and threatens the welfare, health, peace, or safety of the area's residents and visitors; and

WHEREAS, there is a pervasive pattern of alcohol-related incidents within the AIA and within 1,000 feet of licensed off-premises alcohol outlets documented in crime statistics, police reports, emergency medical response data, code enforcement reports, and other similar records maintained by law enforcement and public health agencies; and

WHEREAS, alcohol-related incidents within the proposed AIA are up more than 60% over the last three years; and

WHEREAS, the City's previous AIAs in downtown and in East Central were found by public health researchers to reduce crime including narcotic drug violations and assaults; and

WHEREAS, over 30% of alcohol-related incidents between December 15, 2021, and December 15, 2024 took place between 12:00am and 2:00am; and

WHEREAS, the City is spending hundreds of thousands of dollars addressing the litter and solid waste issues within the AIA where single-serve alcohol containers are a significant source of the litter; and

WHEREAS, the City has met with neighborhood leaders, public health professionals, non-profit providers, and business organizations located within the proposed AIA for the purpose of developing solutions to the illegal activity associated with off-premises alcohol sales and consumption within the AIA; and

WHEREAS, the Downtown Spokane Partnership, representing the downtown business improvement district, requests the [re]establishment of an alcohol impact area downtown to address illegal activity associated with off-premises alcohol sales; and

WHEREAS, the rationale for the City to establish an AIA is to reduce the illegal activities associated with alcohol sales and consumption within the proposed AIA in order to protect the public safety, health and welfare; and

WHEREAS, the City intends to make good faith efforts for at least six months to mitigate the effects of chronic public inebriation and illegal activity associated with alcohol sales and consumption within the AIA through voluntary efforts that include coordinated and cooperative efforts with business, community and neighborhood associations to promote business practices that reduce chronic public inebriation and promote public welfare, health, peace, and safety; and

WHEREAS, notification has been given to all Washington State Liquor and Cannabis Board off-premises liquor licensees selling single-serve containers and/or selling liquor between the hours of 12:00am and 2:00am about the proposed alcohol impact area and about the negative effects off-premises alcohol sales are having on residents and visitors in downtown Spokane; and

WHEREAS, additional notification will be given to all Washington State Liquor and Cannabis Board off-premises liquor licensees within the AIA of voluntary remedies available to them to resolve the problem; and

WHEREAS, the City may meet with the off-premises sale licensees located within the AIA, as well with other interested parties, to develop and promote voluntary efforts to reduce chronic public inebriation and illegal activity associated with off-premises alcohol sales and consumption; and

WHEREAS, should the voluntary remedies fail to significantly reduce the impact of chronic public inebriation and illegal activity associated with alcohol sales and consumption within the AIA, the City will petition the Liquor and Cannabis Board to recognize the alcohol impact area.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That a new Chapter 10.82 of the Spokane Municipal Code is created to read as follows:

Chapter 10.82 Alcohol Impact Areas

Section 10.82.010 Purpose

The purpose of an Alcohol Impact Area is for local authorities to have a process to mitigate problems with chronic public inebriation or illegal activities linked to the sale or consumption of alcohol within a geographic area of their city, town or county, but not the

entire jurisdiction. An Alcohol Impact Area is designated by geographical boundaries as defined in Washington Administrative Code Chapter 314-12-015.

Section 10.82.020 Establishment of Alcohol Impact Areas

Upon the identification of problems related to chronic public inebriation or illegal activities linked to the sale or consumption of alcohol within a geographic area, the City may establish an alcohol impact area by first attempting a voluntary Alcohol Impact Area. If the voluntary Alcohol Impact Area does not reduce problems in that area, the City may then petition the Liquor and Cannabis Board to request that the Board adopt a resolution creating a state-recognized Alcohol Impact Area which is mandatory.

Section 10.82.030 Alcohol Impact Area in Spokane’s Downtown Police Precinct

The geographical area encompassing the Spokane Police Department’s Downtown Precinct is declared to be alcohol impact area as defined by WAC 314.12.215. This geographical area is shown in Exhibit A. The boundaries shall include properties located on both sides of the public right-of-way that constitute the boundaries of the alcohol impact area as further depicted on the attached map.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

DRAFT

Public Safety and Community Health Committee Board and Commission Updates:

- Police Advisory Committee
 - Zappone
- C.O.P.S.
 - Cathcart

PSCHC Committee Council Staff Updates:

- Policy Advisor
 - Chris Wright
- Intergovernmental Affairs
 - Erik Poulsen

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Consent**Council Meeting Date:** 01/13/2025

		Date Rec'd	12/19/2024
		Clerk's File #	OPR 2024-0105
		Cross Ref #	
		Project #	
Submitting Dept	HUMAN RESOURCES	Bid #	
Contact Name/Phone	MIKE ORMSBY 6287	Requisition #	CR 27049; SBO
Contact E-Mail	MORMSBY@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	0620-CONTRACT AMENDMENT WITH ARCHBRIGHT		

Agenda Wording

Contract Amendment OPR 2024-0105 ArchBright Workplace Performance Experts

Summary (Background)

The City has been contracting with Archbright to provide HR and related services, primarily to SFD. This is the fourth amendment to this contract. It's proposed to provide services from February 1, 2025 to June 30, 2025.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? NO	
Total Cost	\$ 46,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 46,000	# 0620-31100-18100-54201-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	ADAM, ALLISON
Division Director	ADAM, ALLISON
Accounting Manager	BUSTOS, KIM
Legal	HARRINGTON,
For the Mayor	SCOTT, ALEXANDER
Additional Approvals	
PURCHASING	PRINCE, THEA
Distribution List	
Carolyn Harvey charvey@archbright.com	ddaniels@spokanecity.org
shenry@spokanecity.org	kbustos@spokanecity.org
aadam@spokanecity.org	joberg@spokanecity.org
sfdaccounting@spokanecity.org	ckittrell@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	January 6, 2025 (With department request to move advanced agenda approval up one week)
Submitting Department	Human Resources and Fire Department
Contact Name	Mike Ormsby
Contact Email & Phone	mormsby@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CM Dillon Council, President Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Contract Amendment with Archbright
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	The City has been contracting with Archbright to provide HR and related services, primarily to SFD. This is the fourth amendment to this contract. It's proposed to provide services from February 1 st , 2025, to June 30, 2025
<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: Click or tap here to enter text.</p> <p>Current year cost: not to exceed \$46,000</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: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input 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? N/A – this proposal is to extend temporary HR coverage as we recruit to fill open positions	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A –_this proposal is to extend temporary HR coverage as we recruit to fill open positions

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

N/A –_this proposal is to extend temporary HR coverage as we recruit to fill open positions

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

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



CITY OF SPOKANE
**FOURTH CONTRACT
AMENDMENT/EXTENSION**
Title: **HUMAN RESOURCES CONSULTING**

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

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support, which was previously amended on or about August 19, 2024; and

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on February 1, 2025, and shall run through June 30th 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-SIX THOUSAND AND NO/100 DOLLARS (\$46,000.00)**, plus applicable sales tax, in accordance with the updated Statement of Work, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

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:
Updated Statement of Work

24-269

ATTACHMENT A

Updated Statement of Work

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Propel Insurance Seattle Commercial Insurance 601 Union Street, Suite 3400 Seattle, WA 98101-1371	CONTACT NAME: Ashlee Topinka PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: ashlee.topinka@propelinsurance.com	FAX (A/C, No): 866 577-1326													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Underwriters Insurance Co.</td> <td>30104</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : American Casualty Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E : Aspen Specialty Insurance Company</td> <td>10717</td> </tr> <tr> <td>INSURER F : Trisura Insurance Company</td> <td>16188</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Co.	30104	INSURER B : Valley Forge Insurance Company	20508	INSURER C : American Casualty Co of Reading PA	20427	INSURER D : Federal Insurance Company	20281	INSURER E : Aspen Specialty Insurance Company	10717	INSURER F : Trisura Insurance Company
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Underwriters Insurance Co.	30104														
INSURER B : Valley Forge Insurance Company	20508														
INSURER C : American Casualty Co of Reading PA	20427														
INSURER D : Federal Insurance Company	20281														
INSURER E : Aspen Specialty Insurance Company	10717														
INSURER F : Trisura Insurance Company	16188														
INSURED Archbright 5601 6th Avenue South Suite 400 Seattle, WA 98108															

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBABF4Y8Y	05/01/2024	05/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	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			52SBABF4Y8Y	05/01/2024	05/01/2025	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			52SBABF4Y8Y	05/01/2024	05/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A	WC7063528461	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7063528587-CA	05/01/2024	05/01/2025	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Mgmt Liability			81517975	05/01/2024	05/01/2025	\$2,000,000
E	Crime			CMLKV5GVKB23	05/01/2024	05/01/2025	\$1,000,000/\$5,000 Ded
F	Cyber			AB670533702	05/01/2024	05/01/2025	\$1,000,000/\$10,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations performed by the Named Insured.
 City of Spokane as Additional Insured Status applies per attached form(s).

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

This page has been left blank intentionally.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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 connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, 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 performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

This page has been left blank intentionally.



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. **WHO IS AN INSURED:**

- a.** Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d.** The insurance afforded to such "insured" only applies to the extent permitted by law.

This page has been left blank intentionally.



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE	Beginning On Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	12
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Legal Action Against Us	16
4. Separation Of Insureds	16
5. Representations	16
6. Other Insurance	16
7. Transfer Of Rights Of Recovery Against Others To Us	18
F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	18



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your 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, including the contents of such premises, rented to you 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 Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume 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**. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph **f**. does not include that part of any contract or agreement:
 - (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, designs 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; or



- (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.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

This page has been left blank intentionally.



< **Business Lookup**

License Information:

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

Entity name: ARCHBRIGHT

Business name: INDUSTRIAL CONFERENCE BOARD OF TACOMA

Entity type: [Nonprofit Corporation](#)


UBI #: 178-077-973

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5601 6TH AVE S
STE 400
SEATTLE WA 98108-2544

Mailing address: 5601 6TH AVE S
STE 400
SEATTLE WA 98108-2544 

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Dec-31-2025	Jan-04-2022

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

Governing people	Title
BROWN, SUSAN	
FITZPATRICK, HEATHER	
HOPKINS, RON	
JHONSON, NICK	
KAVANAUGH, SHANNON	
MARTINSEN, NORRINE	
OLIVER, TOM	



Governing people

Title

STOGNER, STEVE

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
12/30/2024 12:51:49 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





< **Business Lookup**

License Information:

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

Entity name: ARCHBRIGHT

Business name: INDUSTRIAL CONFERENCE BOARD OF TACOMA

Entity type: [Nonprofit Corporation](#)


UBI #: 178-077-973

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5601 6TH AVE S
STE 400
SEATTLE WA 98108-2544

Mailing address: 5601 6TH AVE S
STE 400
SEATTLE WA 98108-2544 

Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Dec-31-2025	Jan-04-2022

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

Governing people	Title
BROWN, SUSAN	
FITZPATRICK, HEATHER	
HOPKINS, RON	
JHONSON, NICK	
KAVANAUGH, SHANNON	
MARTINSEN, NORRINE	
OLIVER, TOM	



Governing people

Title

STOGNER, STEVE

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
12/30/2024 12:51:49 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Consent**Date Rec'd**

12/19/2024

Clerk's File #

OPR 2017-0727

Cross Ref #**Project #****Council Meeting Date:** 01/13/2025**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM 6383

Requisition #

2025 FUNDS

Contact E-Mail

AADAM@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620- STA-UNIVERSAL TRANSIT ACCESS PASS AGREEMENT THIRD

Agenda Wording

Contract Amendment Spokane Transit Authority Spokane Washington. Not to Exceed \$73,484

Summary (Background)

This program has been in place since 2012. It enables City staff to utilize the City-issued ID as a transit pass through Spokane Transit Authority (STA)

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?

Human Resources will review the monthly bills and collect feedback from employees and departments on level and quality of service along with wait and turnaround times for results

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

Providing access to mass transit promotes environmentally sustainable travel to and from the work location which reduces carbon emissions from single occupant vehicles and wear and tear on city roadways. Additionally, it is a benefit to employees which enables the City to be competitive in the labor market, aligns with our goal of becoming an employer of choice and developing a 21st Century Workforce. It is a major part of our CTR program required by the State Department of Transportation

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ Not to Exceed \$73,484
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 73,484	# 0020-88400-18900-54201-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	ADAM, ALLISON
Division Director	ADAM, ALLISON
Accounting Manager	BUSTOS, KIM
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PURCHASING</u>	NECHANICKY, JASON
Distribution List	
	budget@spokanecity.org
shenry@spokanecity.org	kbustos@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	1/6/2025
Submitting Department	Human Resources
Contact Name	Allison Adam
Contact Email & Phone	aadam@spokanecity.org 509-625-6383
Council Sponsor(s)	<u>Cathcart, Dillon, Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	STA-Universal Transit Access Pass Agreement Third amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	This program has been in place since 2012. It enables City staff to utilize the City-issued ID as a transit pass through Spokane Transit Authority (STA)
*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: Cost for 2025 not to exceed \$73,484</p> <p> Current year cost: \$NTE \$49, 479</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 checked="" type="checkbox"/> Recurring <input 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 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? N/A -all employees are eligible for this benefit	
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 all employees are eligible for this benefit	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Human Resources will review the monthly bills and collect feedback from employees and departments on level and quality of service along with wait and turnaround times for results.

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

Providing access to mass transit promotes environmentally sustainable travel to and from the work location which reduces carbon emissions from single occupant vehicles and wear and tear on city roadways. Additionally, it is a benefit to employees which enables the City to be competitive in the labor market, aligns with our goal of becoming an employer of choice and developing a 21st Century Workforce. It is a major part of our CTR program required by the State Department of Transportation

**UNIVERSAL TRANSIT ACCESS PASS AGREEMENT
THIRD AMENDMENT**

This "Third Amendment" to the Universal Transit Access Pass Agreement 2022-10763 ("Agreement") is between the **City of Spokane** ("Participant") and the **Spokane Transit Authority** ("STA"); individually each a "Party" and collectively, the "Parties".

WHEREAS, on December 17, 2022, the Parties executed the Agreement for STA's provision of public transit services under its Universal Transit Access Pass program; and

WHEREAS, Section 4 of the Agreement allows for an annual adjustment of the Trip Fee and NTE Fee for each Contract Year; and

WHEREAS, the Parties wish to enter into this Third Amendment to update the Trip Fee and NTE Fee for the 2025 Contract Year.

NOW, THEREFORE, the Parties agree as follows:

The following changes shall be effective January 1, 2025:

- 1. Exhibit A shall be deleted in its entirety and replaced with the January 1, 2025-December 31, 2025, Fee Schedule, attached hereto as Exhibit 1 and incorporated herein.

All other terms, prices and conditions as they currently relate to the Agreement shall remain unchanged.

City of Spokane

Spokane Transit Authority

By: Lisa Brown
Title: Mayor

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT 1
FEE SCHEDULE

Contract Year:	January 1, 2025, to December 31, 2025
Trip Fee:	\$ 1.59
NTE Fee:	\$ 73,484



City of Spokane 2025 Universal Transit Access Pass (UTAP) Program

Dainon Setzer

Business Development Manager

November 27, 2024

UTAP Benefits for the City of Spokane

- **Recruiting and Retention Benefit.** By offering sponsored transit benefits, the City of Spokane can set themselves apart from the crowd and secure the best people.
- **Minimize congestion.** A healthy public transit system helps cut drive-time and traffic while reducing wear-and-tear on roads and improving freight movement throughout the region.
- **Keep Spokane beautiful.** The natural beauty of our region is one of the reasons we love living, working and playing here. A community-wide commitment to accessible, affordable public transit will go a long way toward keeping our air clean and our parks green.
- **Parking Mitigation.** Providing transit passes for employees can help lower parking congestion.

City of Spokane Ridership

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019	5,977	5,361	5,297	5,267	5,263	5,512	5,730	5,535	4,972	5,767	4,739	5,132	64,552
2020	5,943	5,139	2,918	No Fare Charged			987	1,026	928	1,192	1,076	1,072	20,281
2021	1,191	1,220	1,338	1,304	1,256	1,535	1,652	1,725	1,710	1,816	1,751	1,944	18,442
2022	1,930	1,899	2,486	2,215	2,508	2,632	2,661	2,850	2,427	2,782	2,577	2,618	29,585
2023	2,660	2,457	2,990	2,713	3,114	3,112	2,697	3,040	3,187	3,693	3,280	3,181	36,124
2024	3,667	3,704	3,784	4,440	4,018	3,281	3,786	3,798	3,418	3,902	3,772	3,658	45,228
2025	3,751	3,789	3,871	4,542	4,110	3,356	3,873	3,885	3,497	3,992	3,859	3,742	46,268

Forecasted

2024 was a 25% increase in rides from 2023

2025 is forecasted at a 2.3%* increase in rides from 2024

***STA forecasting a system-wide 2.3% growth in ridership from 2024 to 2025**

City of Spokane Rate and Not To Exceed (NTE)

	Rate	NTE
2020	Table of Rates by Route	\$75,700
2021		\$51,708
2022		\$31,426
2023		\$1.11
2024	\$1.22	\$49,479
2025	\$1.59	\$73,484

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Consent**Date Rec'd**

12/30/2024

Clerk's File #

OPR 2022-0620

Cross Ref #**Project #****Council Meeting Date:** 01/27/2025**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

JASON 625-6585

Requisition #**Contact E-Mail**

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

2025 CITY INSURANCE PREMIUM RENEWALS

Agenda Wording

The City is self-insured but carries excess coverage liability as part of fiscal policy to minimize financial exposure. The estimated premium cost is ~ 0.26% lower than 2024 expense

Summary (Background)

Requesting approval to purchase various insurance policies for the City of Spokane for the period of 1/1/2025 to 1/1/2026. Willis Towers Watson, the City's contracted broker has marketed the City's insurance requirements. Policy coverage information, 2025 estimated expense and comparison to prior year expense is listed in the attachment "2025 01 COS Estimate Premium Comparison Updated 12-23-2024".

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

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 4,063,002.00
Current Year Cost	\$ 3,766,955.00, *395,000 was paid in 2024.
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Willis Towers Watson (WTW) compensation is covered under a separate contract OPR 2022-0620. Paying WTW a flat fee for services helps to ensure best pricing for premiums.	
Amount	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
	#
	#
	#
	#
	#
	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	JORDAN, SCOTT
Division Director	BOSTON, MATTHEW
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Additional Approvals	
Distribution List	

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	1/6/2025
Submitting Department	Risk Management
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2025 City insurance premiums renewals
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Requesting approval to purchase various insurance policies for the City of Spokane for the period of 1/1/2025 to 1/1/2026. Willis Towers Watson, the City's contracted broker has marketed the City's insurance requirements. Policy coverage information, 2025 estimated expense and comparison to prior year expense is listed in the attachment "2025 01 COS Estimate Premium Comparison Updated 12-23-2024".</p> <p>The City is self-insured but carries excess coverage liability as part of fiscal policy to minimize financial exposure. The estimated premium cost is ~ 0.26% lower than 2024 expense.</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>4,063,002.00</u> Current year cost: 3,766,955.00, *395,000 was paid in 2024. Subsequent year(s) cost:	
Narrative: <u>Willis Towers Watson (WTW) compensation is covered under a separate contract OPR 2022-0620. Paying WTW a flat fee for services helps to ensure best pricing for premiums.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Funding is covered by various departments as part of operation costs.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input 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? 	

- N/A – part of fiscal policy.
- 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 – part of fiscal policy.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Risk management reviews City operations to help identify the correct level of coverage as well as promote opportunities to reduce risk in an effort to minimize the need for coverage.
- 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?
- As part of risk management strategy and good fiscal management.

Council Subcommittee Review

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

City of Spokane
Premium Comparison
January 1, 2025 to January 2026

Coverage	Excluding TRIA Premiums	Excluding TRIA Premiums	Diff \$/#	Diff %
	Bound Premiums 2023 to 2024	Renewal Premiums 2025 to 2026		
Excess Workers Compensation				
Insurer	Safety National	Safety National		
Limit of Liability				
Employers' Liability Limit of Liability	\$5,000,000	\$5,000,000		
Self Insured Retention (SIR)				
Each Accident	\$1,500,000	\$1,500,000		
Premium	\$316,203	\$338,581	\$22,378	7.08%
Total Limit of Liability	\$10,000,000	\$10,000,000		
PE Excess Retained Limit Liability \$5m x SIR				
CGL, BAUT, LEL, POL, EPL & EXLI Safety National	\$630,534	\$716,254	\$85,720	13.59%
Premium \$5m x \$1.5m SIR	\$630,534	\$716,254		
Excess Liability (EXLI) \$5m x \$5m x SIR - Obsidian	n/a	\$600,000		
Surplus Lines Taxes & Fees		\$13,800		
Premium \$5m x \$5m x SIR	\$0	\$613,800		
Excess Liability (EXLI) 1st 2m x \$5m x SIR - Upland	\$349,920	Replaced by Obsidian		
Surplus Lines Tax & Fee	\$7,348			
Premium \$2m x \$5m x SIR	\$357,268	\$0		
Excess Liability (EXLI) 2nd \$3m x \$7m x SIR - General Star	\$454,250	Replaced by Obsidian		
Surplus Lines Tax & Fee	\$9,539			
Premium \$3m X \$7m x SIR	\$463,789	\$0		
Total Excess Liability Program Premium \$10m x SIR	\$1,451,592	\$1,330,054	-\$121,538	-8.37%
Upriver Dam Hydro Project				
Insurer	Hartford & Princeton	Hartford & Princeton		
Policy Limit \$129,468,677				
Premium (100%)	\$356,485	\$338,404		
Surplus Lines Tax & Fee	\$7,486	\$7,783		
Total Premium (100%)	\$363,971	\$346,187	-\$17,784	-4.89%
Waste to Energy Plant				
Insurer	HSB, ACE, Princeton	HSB, ACE, Princeton		
Policy Limit \$285,308,630				
Premium (100%) * Estimated for 2024-2025	\$877,343	\$950,861		
Surplus Lines Tax & Fee (100%)	\$18,424	\$21,870		
Total Premium (100%)	\$895,767	\$972,731	\$76,964	8.59%
Waste Water Treatment Plant				
Insurer	Affiliated FM	Affiliated FM		
Policy Limit \$500,000,000				
Premium	\$413,524	\$421,795	\$8,271	2.00%
Terrorism				
Insurer	Lloyd's of London	Lloyd's of London		
Policy Limit \$100,000,000				
Premium	\$69,500	\$69,500		
Surplus Lines Tax & Fee	\$1,459	\$1,599		
Total Premium	\$70,959	\$71,099	\$140	0.20%
Equipment Breakdown (B&M)				
Insurer	Liberty Mutual	Liberty Mutual		
Policy Limit \$200,000,000				
Premium	\$96,017	\$104,915	\$8,898	9.27%
Crime				

City of Spokane
 Premium Comparison
 January 1, 2025 to January 2026

Coverage	Excluding TRIA Premiums		Diff \$/#	Diff %
	Bound Premiums 2023 to 2024	Renewal Premiums 2025 to 2026		
Insurer	AIG	AIG		
Premium	\$21,528	\$21,523	-\$5	-0.02%
Inland Marine (Equipment Floater)				
Insurer	AGCS	AGCS		
Catastrophe Limit	\$32,509,079	\$48,700,000	\$16,190,921	49.80%
Premium	\$49,934	\$75,238	\$25,304	50.67%
Aviation				
Insurer	Various	Various		
Number of Units on Schedule	30	25	-5	-16.67%
Premium (Pro-Rated 9/12/2023 to 9/1/2024)	\$8,834	\$6,061	-\$2,773	-31.39%
Cyber Security				
Insurer	AIG	AIG		
Premium	\$116,350	\$77,000		
Surplus Lines Tax & Fee	\$2,443	\$1,771		
Total Premium	\$118,793	\$78,771	-\$40,022	-33.69%
Total 1-01-2025 Insurance Premium Including SL Taxes & Fees - All Policies	\$3,807,122	\$3,766,955	-\$40,167	-1.06%

	9/1/2023 to 9/1/2024	Bound 9/1/2024 - 1/1/2026	Diff \$/#	Diff %
City Property				
Insurer	Travelers	Travelers		
Policy Limit \$250,000,000	12-month	15-month		
Premium	\$266,545	\$395,000	\$128,455	48.19%
Annualized Premium	\$266,545	\$296,047	\$29,502	11.07%

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 01/06/2025**Committee Agenda type:** Consent**Date Rec'd**

12/30/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/27/2025**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

JASON 625-6585

Requisition #**Contact E-Mail**

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

RESOLUTION REGARDING INSURANCE PREMIUM PURCHASES

Agenda Wording

Resolution regarding Insurance premium purchases

Summary (Background)

Insurance policies are secured for various categories as part of good fiscal policy. We contract with a broker to negotiate premiums on our behalf. In order to optimize the use of the broker and comply with RCW and SMC for competitive procurement process the Council needs to exercise their power to waive the competitive procurement process.

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

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	JORDAN, SCOTT
Division Director	BOSTON, MATTHEW
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	

RESOLUTION NO. 2025-_____

A Resolution declaring the waiver of public bid requirements for the purchase of 2025 insurance premiums for specified City insurance coverages.

WHEREAS, the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

WHEREAS, the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

WHEREAS, the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

WHEREAS, the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

WHEREAS, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

WHEREAS, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

WHEREAS, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

BE IT ALSO RESOLVED that the Council resolution is a general approval of waiver of public bidding procedures for securing of insurance quotes, and that approval of actual coverages and associated premiums shall be by separate resolution.

Passed by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney