

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



AGENDA FOR 12:00 P.M. MONDAY, FEBRUARY 2, 2026

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM February 2, 2026**, 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 #2486 307 9807; 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. OFFICE OF THE POLICE OMBUDS NOVEMBER AND DECEMBER MONTHLY REPORTS - BART LOGUE (0 minutes)
2. STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
3. PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)

III. Discussion Items

1. SPD MONTHLY REPORT - CHIEF HALL (10 minutes)
2. SAFE AND ACCESSIBLE PUBLIC SPACES QUARTERLY REPORT - CHIEF HALL (5 minutes)
3. UPDATE ON LAW ENFORCEMENT ROLE IN IMMIGRATION ENFORCEMENT - CHIEF HALL (5 minutes)
4. SFD MONTHLY REPORT - CHIEF WILLIAMS (10 minutes)
5. SPECIAL BUDGET ORDINANCE - ADDITIONAL FIREFIGHTER POSITIONS & ASSOCIATED SUPPLIES - TOM WILLIAMS (5 minutes)
6. SPECIAL BUDGET ORDINANCE FOR 4 BEHAVIORAL HEALTH PARAMEDIC POSITIONS - TOM WILLIAMS (5 minutes)
7. SPECIAL BUDGET ORDINANCE - FIRE TRAINING FACILITY AUDIO EQUIPMENT - TOM WILLIAMS (5 minutes)
8. PERSONAL SERVICES AGREEMENT CONTRACT EXTENSION: ELECTRONIC MONITORING SERVICES - MICHAEL DIAMOND (5 minutes)
9. NEW COURT ADMINISTRATOR INTRO - SARAH THOMPSON (5 minutes)
10. 4700: DSC INTERLOCAL AGREEMENT WITH AIRWAY HEIGHTS - DERMOTT MURPHY (5 minutes)
11. AUTHORIZING THE CITY TO EXECUTE ANY NECESSARY AGREEMENTS TO FORMALIZE THE CITY'S PARTICIPATION IN THE COMMUNITY PARTICIPATORY BUDGETING PROGRAM - JON SNYDER/JERRALL HAYNES (5 minutes)
12. LIMITED EXCEPTION TO THE COMPLETE STREETS ORDINANCE FOR THE ROWAN MAPLE/ASH STOPLIGHTS PROJECT - JON SNYDER (5 minutes)
13. SPOKANE COMMUNITY RESILIENCE ACTION PLAN - SARAH NUSS (20 minutes)

14. ORDINANCE ESTABLISHING "IMMIGRATION ENFORCEMENT FREE ZONES" - PAUL DILLON (10 minutes)

IV. Consent Items

1. EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE ALARM PROGRAM (POLICE)

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. March 2, 2026.**

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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Information Only**Date Rec'd**

1/23/2026

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

OMBUDS - POLICE

Bid #**Contact Name/Phone**

BART LOGUE 6745

Requisition #**Contact E-Mail**

CCOTY@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KTELIS MCATHCART BWILKERSON

Sponsoring at Administrators Request

NO

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

OFFICE OF THE POLICE OMBUDS NOVEMBER AND DECEMBER MONTHLY

Agenda Wording

Office of the Police Ombuds November and December Monthly Reports

Summary (Background)

Office of the Police Ombuds November and December Monthly Reports

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			

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	February 2, 2026
Submitting Department	Office of the Police Ombuds
Contact Name	Bart Logue
Contact Email & Phone	ccoty@spokanecity.org /6745
Council Sponsor(s)	Council Members Tellis, Cathcart and Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Office of the Police Ombuds Monthly Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	November & December 2025 Monthly Report

Fiscal Impact

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Attached you will find the activities for the OPO/OPOC during the month of August. This includes community complaints, cases certified, interviews conducted, community events and oversight activities

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

Specify funding source: Select Funding Source*

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

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

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

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

- What impacts would the proposal have on historically excluded communities?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

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

2025 / NOVEMBER

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

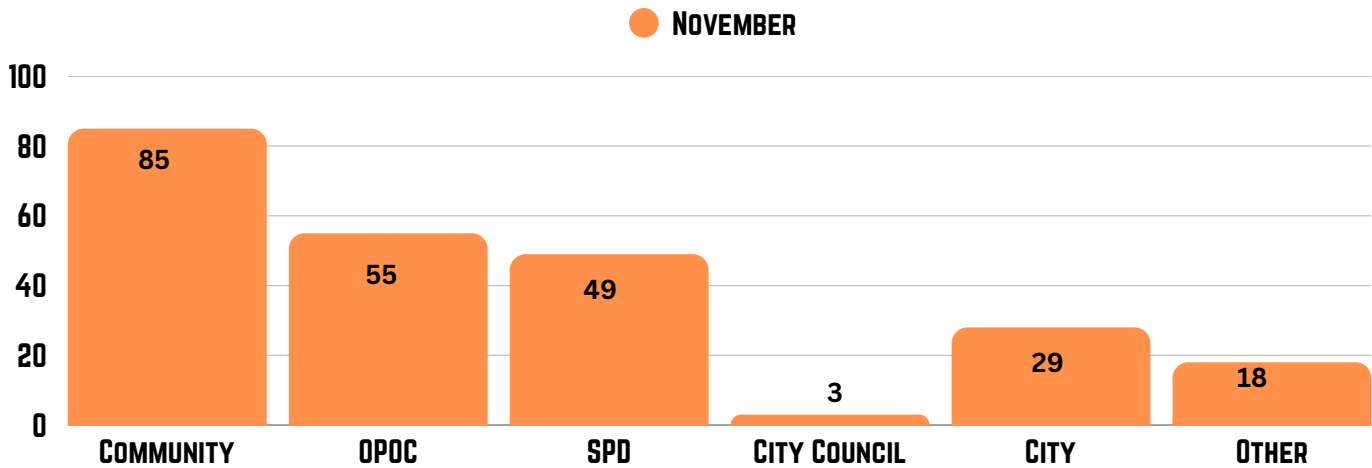
Current	YTD	Contacts, Complaints, and Referrals
238	3317	Contacts
15	177	OPO interviews
0	10	Letters of officer appreciation / commendations
4	49	OPO generated complaints
9	49	Referrals to other agencies / departments
0	1	Cases offered to SPD for mediation
0	1	Mediation completed

Current	YTD	IA Investigation Oversight
7	95	Cases certified
1	6	Cases returned for further investigation
0	4	Cases declined to certify
6	10	Web cases reviewed
9	114	Oversight of IA interviews

Current	YTD	Other Oversight Activities
17	139	Special cases reviewed*
5	23	SPD review boards / ARPS / D-ARPs
63	617	Meetings with SPD
11	83	Oversight meetings
5	172	Community meetings
1	48	Training
0	2	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and AR

CONTACTS



Community Meetings

- OPOC Monthly Meeting
- NAACP Freedom Fund Gala
- Numerica Veterans Day Event

OPOC Activites

- OPOC Monthly Meeting
- NAACP Meeting
- NAACP Freedom Fund Gala
- Leadership Spokane Governance Day
- Human Rights Spokane Champions Banquet
- Leadership Spokane Kaiser Aluminum Tour

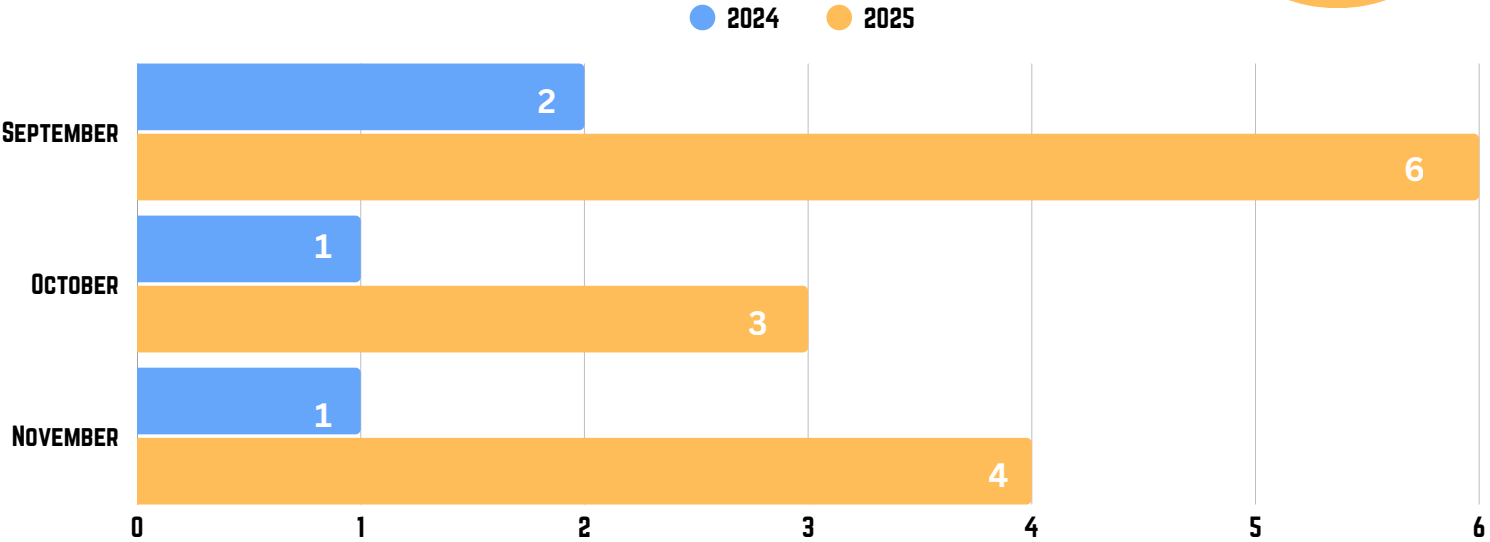
Oversight / Outreach

- NACOLE Executive Board / Committee meetings (3)
- SPD Collision and Pursuit Review Board
- SPD Use of Force Review Board
- SPD OIS ARP
- SPD D-ARP
- Meeting with Chief Hall
- WSCJTC Decertification Panels (2)

COMPLAINTS

49

YTD Complaints



Monthly comparison of OPO complaints

SUMMARY OF COMPLAINTS

OPO 25-46	A community member complained that officers who arrested them were not informed on the state laws related to warrants.
OPO 25-47	A community member complained that officers were excessively rude and violated their rights when serving them with legal paperwork.
OPO 25-48	A community member complained about how they were treated when they called for police service.
OPO 25-49	A community member witnessed an SPD officer driving at an excessive rate of speed in Idaho.

REFERRALS

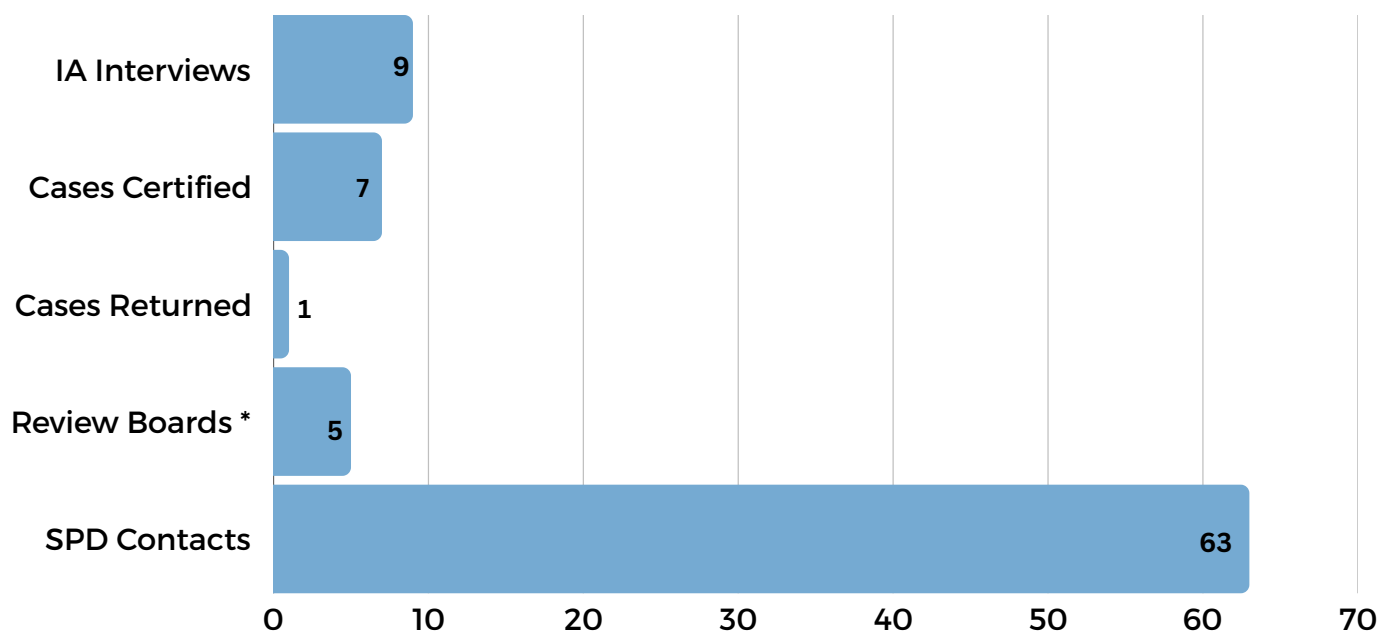
Type of Referral	#
Internal	6
External	3



SUMMARY OF REFERRALS

IR 25-41	A community member was frustrated with the excessively loud vehicles violating WAC; SPD / IA
ER 25-42	A community member was concerned with the amount of broken-down vehicles at a residence partially blocking the road; Code Enforcement
ER 25-43	A community member was frustrated with the amount of force used on them during the booking process at the jail; Spokane County Department of Corrections
ER 25-44	A community member was concerned about their son's medical care while in the jail; Spokane County Department of Corrections
IR 25-45	A community member was concerned about an interaction he heard about regarding a mistaken identity of a black man; SPD / IA
IR 25-46	A community member was concerned with behavior in their neighborhood after a shooting occurred; SPD / IA
IR 25-47	A community member wanted to talk with the Internal Affairs Lieutenant regarding an inaccurate report from 2023; SPD / IA
IR 25-48	A community member wanted to speak with SPD about why they did not allow an assault victim to file charges; SPD / IA
IR 25-49	A community member has been trying to get information to the detective in charge of their case, but has been unsuccessful in getting the information to them; SPD / IA

OVERSIGHT ACTIVITIES



Training

- Know Be 4 Training

Upcoming

- SPD Ride-Alongs
- OPO Annual Report
- OPOC Annual Report

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

2025 / DECEMBER

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

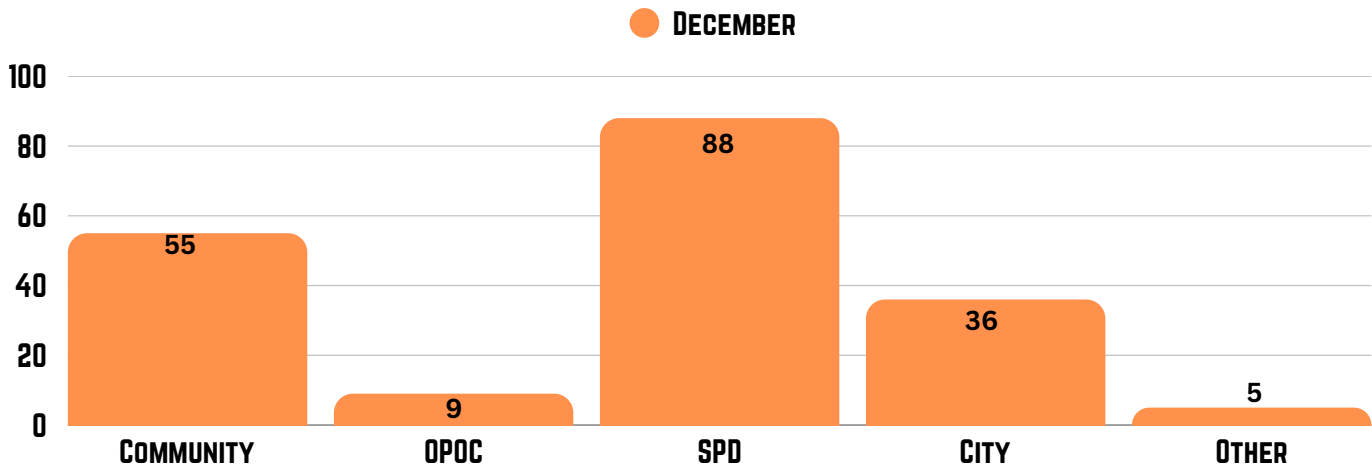
Current	YTD	Contacts, Complaints, and Referrals
240	3557	Contacts
11	188	OPO interviews
4	14	Letters of officer appreciation / commendations
3	52	OPO generated complaints
9	58	Referrals to other agencies / departments
0	1	Cases offered to SPD for mediation
0	1	Mediation completed

Current	YTD	IA Investigation Oversight
15	110	Cases certified
2	8	Cases returned for further investigation
0	4	Cases declined to certify
13	23	Web cases reviewed
6	120	Oversight of IA interviews

Current	YTD	Other Oversight Activities
5	144	Special cases reviewed*
1	24	SPD review boards / D-ARPs
88	705	Meetings with SPD
8	91	Oversight meetings
5	177	Community meetings
11	59	Training
0	2	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and AR

CONTACTS



Community Meetings

- Grand Opening for Gabriel's Challenge
- BLEA Graduation
- Grand Opening for Casago Unwind
- Spokane City Holiday Party

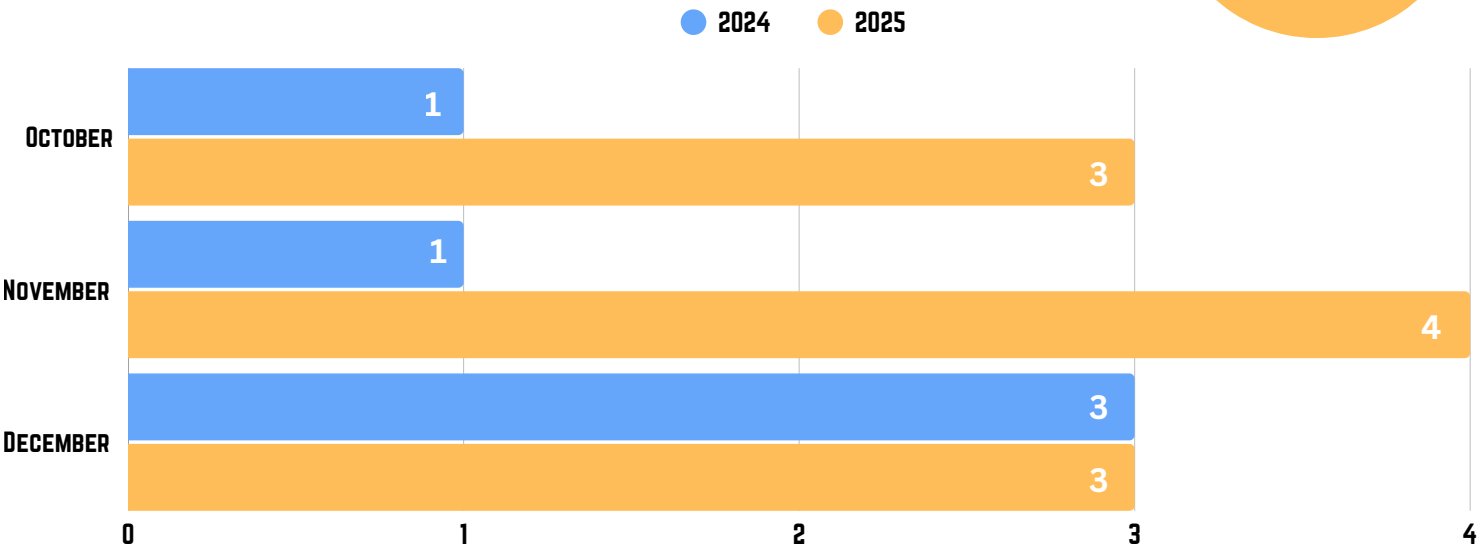
OPOC Activities

- NAACP Meeting
- Neighborhood Council Meeting at W. Central Community Center
- Grand Opening for Gabriel's Challenge
- Leadership Spokane Forensics Unit Tour
- Leadership Spokane Communication Day

Oversight / Outreach

- NACOLE Executive Board / Committee meetings (2)
- SPD Use of Force Review Board
- Meeting with Chief Hall
- WSCJTC Decertification Panel
- OPA Symposium
- USOA Public Safety Chapter Meeting (2)

COMPLAINTS



Monthly comparison of OPO complaints

SUMMARY OF COMPLAINTS

OPO 25-50	A community member complained that an officer's response to a question regarding the towing of a vehicle was unnecessarily rude.
OPO 25-51	A community member complained that officers are arresting and booking them on incidents that should be ticket and release.
OPO 25-52	A community member complained that their investigation has misrepresented statements, investigative bias and material inaccuracies.

REFERRALS

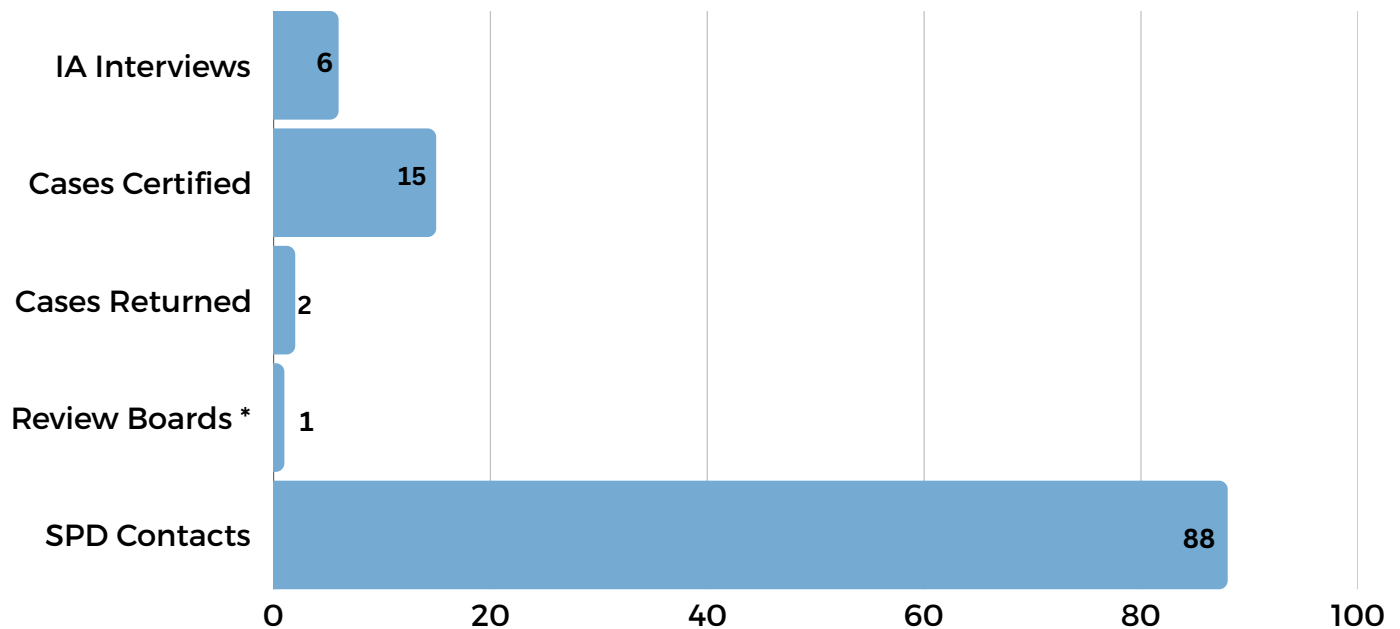
Type of Referral	#
Internal	6
External	3



SUMMARY OF REFERRALS

IR 25-50	A community member was frustrated that they have been given the run around regarding a DUI case that their child was a victim in; SPD / IA
ER 25-51	A community member wanted to complain on a Deputy who broke down their door during an argument with their significant other; SCSO (Referral related to same incident in ER 25-52)
ER 25-52	A community member wanted to complain on a Deputy who broke down their door during an argument with their significant other; SCSO (Referral related to same incident in ER 25-51)
IR 25-53	A community member was concerned that the SPD is using new technology to harass them; SPD / IA
IR 25-54	A community member was frustrated with unhoused individuals that are causing safety issues for their tenants ; SPD / IA
IR 25-55	A community member was concerned that SPD is stalking them; SPD / IA
IR 25-56	A community member was having issues with their landlord and doesn't know how to proceed; SPD / IA (Referral related to same incident in ER 25-57)
ER 25-57	A community member was having issues with their landlord and doesn't know how to proceed; Code Enforcement (Referral related to same incident in ER 25-56)
IR 25-58	A community member was frustrated that a report of violation of privacy and stolen identity was not investigated; SPD / IA

OVERSIGHT ACTIVITIES



Training

- Ride Alongs (4)
- Mock Scenes at BLEA
- December Safety Spotlight
- USOA: Listening Session Public Sector Ombuds Cert. (2)
- Attend Post-BLEA SPD Academy Sessions

Upcoming

- OPO Annual Report
- OPOC Annual Report

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Information Only**Date Rec'd**

1/28/2026

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**

STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Department's Strategic Initiatives Monthly Update

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly Update for February 2026

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		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
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
February 2026 Report



Public Safety and Community Health Committee Briefing
February 2, 2026

Excerpts of Commendations
(Personal Identifying Information has been removed)

Hello, Chief Hall, Lieutenant Maplethorpe, and Lieutenant Spiering,

I wanted to reach out and give special thanks and appreciation to the **Spokane Police Department Traffic Unit**. The WTSC Research and Data Division often relies on the work and cooperation of your traffic unit in many different capacities, and I can always rely on your partnership. Several years ago, I was working on documenting the limitations of NHTSA's alcohol imputation method in fatal crashes and used the SPD jurisdiction as my example to show there is a reason for not performing toxicology testing on every fatal crash involved driver. I reviewed several years of SPD fatal crash investigation reports, which I knew would be thorough and high quality and is why I highlighted this region in my report. I was able to easily show that SPD appropriately gathered any probable cause that may indicate impairment involvement in your fatal crash investigations, including SPD's policy to deploy a Drug Recognition Expert to every fatal crash. You have an exemplary fatal crash investigation team.

We also greatly appreciate SPD's timely submission of PTCRs, and PTCR supplements when appropriate. When we have needed law enforcement representation on our committees, SPD has always stepped up and volunteered. The SPD traffic unit has provided a participant to our Fatal Case Review (FCR) program since the program began. The perspective and expertise of your traffic unit staff is invaluable. In addition, the curiosity and proactive approach of this team to understand the traffic safety issues in your jurisdiction is commendable. It is always my pleasure to provide data and information, which the SPD traffic unit regularly requests, or work on ways to improve our traffic records together. And most recently, the SPD traffic unit became the first local law enforcement agency to test a new telematics data platform, StreetVision. SPD is the first jurisdiction in the state to test the feasibility of this tool for enforcement planning and evaluation, and this happened because you all contacted me with interest, another example of that proactive approach that really sets you apart!

Finally, I knew I could count on the SPD traffic unit to provide DUI arrest records for a NHTSA research study identifying pre-stop clues for cannabis impaired drivers. When I reached out to Sgt. Fuller to request participation, the answer was an immediate yes and we only had to focus on the how. That effort recently completed, and your traffic unit's participation now ensures Washington information will be included in this research, making it more useful to our state once concluded. I was grateful to spend some time with Sgt. Fuller and Officer Thomas at our Traffic Safety Champions meeting in Wenatchee last week.

Those conversations really had me reflecting on our wonderful history of partnership, and I wanted to pass along my sentiments. So, another sincere thank you to the SPD Traffic unit and your leadership. I know, and you know that you are saving lives every day. Please share my appreciation and gratitude with your traffic unit team.



Officer-Involved Shootings and Transparency

From January 1 – December 31, 2025, there were two deadly force incidents.

- **Incident 2025-20016302 (Pending Prosecutor Review):** Incident 2025-20016302 took place on January 24, 2025, in the 200 block of East Sanson. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor. The subject was a White male who survived his injuries.
- **Incident 2025-20027128 (Pending Criminal Investigation):** Incident 2025-20027128 took place on February 9, 2025, in the 3300 block of East 11th Ave. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation. The subject was a White male who survived his injuries.

The Spokane Police Department, in cooperation with the Spokane County Sheriff's Office and the Washington State Patrol, has established the Spokane Independent Investigative Response Team (SIIR) to mobilize and coordinate external investigative resources in the case of deadly force incidents. The SIIR team operates under an established protocol to investigate officer-involved fatal incidents. The protocol defines when and how the team is activated, its responsibilities and procedures relating to the investigation, reporting and public communication. The protocol is reviewed regularly and updated accordingly.

The protocol is available here:

<https://static.spokanecity.org/documents/police/accountability/siir-2023-protocol.pdf>

A list of all officer-involved shootings and fatalities from 2013-2025 is available on our website:

<https://static.spokanecity.org/documents/police/accountability/2013-2025-deadly-force-incidents-and-fatalities.pdf>

Memorial Sign Dedication

Former Spokane Police Captain Police John T. Sullivan was honored with a memorial street sign on January 7, 2026. Sullivan, who was named Acting Chief of Police in 1909, was murdered in 1911.



Below, Assistant Chief Steve Wohl, SPD Chaplains, and the Honor Guard stand under the sign.



While Acting Chief, Sullivan had initiated the custom of honoring deceased police officers by placing a rose on each man's grave on Decoration (Memorial) Day.

To read more about Sullivan, see Volume 1 (1881-1903) and Volume II (1903 – 1923) of the five-volume series of "Life Behind the Badge."

Courtesy of the Spokane Regional Law Enforcement Museum

Shop with a Cop for Mothers and Grandmothers

Thanks to a grant from Walmart, Spokane Police Department took mothers and grandmothers shopping for themselves after Christmas. SPD had adopted their families for Christmas, but this was something special just for the caregivers.



The Spokane Police Foundation donated additional funds for the families. A fantastic event was held at the North Spokane Walmart on Colton.



SPD Volunteers Achieve at the Explorer Academy

Six Spokane Police Department volunteers attended the statewide Explorer Academy in December.

SPD took home 5 awards.

- Amanda Dettner, who competed in the Intermediate division, received 1st Place Overall-Intermediate, 2nd Place Female Physical Agility-Intermediate, and 2nd Place Firearms-Intermediate.
- Kaden Fuller, who competed in the Advanced division, received 1st Place Male Physical Agility-Advanced and 3rd Place Academics-Advanced.



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



SPD Volunteers in the Community

Below, SPD Cadets conduct crime-prevention education in the Logan neighborhood. The college-age volunteers worked carefully with Neighborhood Resource Officer and Cadet mentor Deanna Storch and Crime Analyst Jaime Lamanna. Captain Shawn Kendall deployed students to areas where there had been an increase in residential burglaries. Volunteers spoke with community members about preventing property crime, and they left door hangers.



As a reminder, safeguard your vehicle:

- Place valuables out of sight
- Park in well-lit, active areas.
- Always lock and secure your vehicle.
- Use anti-theft devices.
- Never leave your car running unattended.

Safeguard your home:

- Keep your home well-lit.
- Use motion-activated lights.
- Use alarm systems and cameras.
- Prune your landscaping.
- Put valuables, like tools, away.
- Ensure doors and windows are secure.
- Bring in mail/packages and garbage cans promptly.
- Use signage "Under video surveillance."
- Get to know your neighbors.
- When you are traveling, arrange for someone to check on the residence, shovel snow off walkways/driveways, or mow the lawn.

<https://joinspokanepd.org/>

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

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



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Information Only**Date Rec'd**

1/28/2026

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

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

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

PHOTO RED MONTHLY UPDATE

Agenda Wording

Spokane Police Department Photo Red Monthly Update

Summary (Background)

Spokane Police Department Photo Red Monthly Update for the month of December 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?		NO	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
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			

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		

N

Background/History: Report for Public Safety meeting February 2nd, 2026.

Statistic for Photo Red for the time frame of **December 1st, 2025, to December 31st, 2025.**

There were 1796 violations on the photo red system from **December 1st, 2025, to December 31st, 2025.** During the same time frame in 2024 there were 1358 violations, which is a increase of 438 violations. New cameras became operation near the end of December located at Mission and Greene.

Statistic for Photo Speed for the time frame of **December 1st, 2025, to December 31st, 2025**

There were 1410 violations on the photo speed system from **December 1st, 2025, to December 31st, 2025.** During the same time frame in 2024 there were 1224 violations which is an increase of 186 violations. Currently all cameras and radars are operational.

Executive Summary: Photo RED

December 1st, 2025, to December 31st, 2025

- E/B Mission and Greene was the 1st highest with 369 violations.
- N/B Freya and 3rd was the 2nd highest with 262 violations.
- S/B Browne and Sprague was the 3rd highest with 182 violations.
- S/B Thor and 2nd was the 4th highest with 173 violations

Executive Summary: Photo SPEED

December 1st, 2025, to December 31st, 2025.

- S/B Nevada @ Longfellow was the 1st highest with 343 violations.
- N/B Regal @ Ferris was the 2nd highest with 246 violations.
- S/B Monroe @ Willard was the 3rd highest with 243 violations.
- S/B Ray @ Ferris was the 4th highest at 183 violations.

***Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Actual through 2025 *	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	1,938,577	617,621
School Zone Fines	4,295,187	2,970,573	(1,324,614)

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:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

TOM WILLIAMS (509)625-7001

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE - ADDITIONAL FIREFIGHTER POSITIONS &

Agenda Wording

Funding for 10 additional firefighter positions and associated supplies to combat high washout rates and bring Fire closer to their optimal staffing levels.

Summary (Background)

The Spokane Fire Department has struggled with high washout rates when holding fire training academies in recent years. Washout refers to a candidate who is selected to participate in the academy, but did not meet the required standards at some point during the academy. Washout also includes voluntary exits from the academy as well. Additional authorized full-time equivalents (FTE) will enable Fire to accept additional candidates into their academies to combat the high washout rates of recent academies. Fire needs additional authorized FTE because a candidate who is accepted into a Fire academy immediately occupies a position within the department. These additional FTE will ensure enough candidates graduate and will bring Fire closer to their optimal staffing level according to a September 2025 Fire Staffing Model. Fire plans on starting by bringing six (6) additional candidates into the 2026 fire academy to start. We expect the additional staffing will bring Fire closer to their optimal relief pool, reducing the need to cover shifts with overtime throughout the year. We also expect many of the employees hired into the additional positions to "washout" during the academy, leaving most of the new positions vacant. Because of these factors, we don't feel it is necessary to increase Fire's budget for personnel expenses. We will need to purchase equipment for each of the six (6) additional recruits as they enter the academy. On average, this costs \$41,000 per employee regardless of whether they complete the academy.

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? NO			
Total Cost		\$ 246,000	
Current Year Cost		\$ 246,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Amount		Budget Account	
Neutral	\$ 10 FTE	# 1970-35121-22200-09310-99999	
Expense	\$ 246,000	# 1970-35170-22450-53201-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
No			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
Fire Accounting fireaccounting@spokanecity.org		Tom Williams tmwilliams@spokanecity.org	
Jacob Miller jmiller@spokanecity.org			

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADD TEN ADDITIONAL FIREFIGHTER POSITIONS TO COUNTERACT HIGH ACADEMY WASHOUT RATES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Fire/Emergency Medical Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add 10 classified Firefighter positions (from 136 to 146) in the Fire Department.
- 2) Increase appropriation by \$246,000.
 - A) Of the increased appropriation, \$246,000 is solely provided for operating supplies in the Fire Department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add firefighter positions to counteract high academy washout rates, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

TOM WILLIAMS (509)625-7001

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE FOR 4 BEHAVIORAL HEALTH PARAMEDIC

Agenda Wording

Special Budget Ordinance for 4 Behavioral Health Paramedic positions.

Summary (Background)

The Spokane Fire Department entered into an agreement (OPR 2025-0391) with Spokane County Regional Behavioral Health for the Co-Responder Pilot Program. The purpose of this program is for Spokane Fire to provide Behavioral Health Co-Response Services. The agreement entails that Spokane Fire will employ four (4) new Behavioral Health Paramedic (BHP) positions within Fire's budget to provide these services, which will be funded by the Spokane County Mental Health Sales Tax up to an amount not to exceed \$650,000. Four (4) existing firefighter paramedic positions will work alongside these Behavioral Health Paramedics to provide these services as set forth in the aforementioned agreement. The cost of these firefighter paramedic shifts will be billed under this agreement up to the allowable agreement amount. The purpose of this SBO will be to add in the expected revenue from this agreement and the matching expenses associated with this agreement.

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? NO			
Total Cost		\$ 622,862.00	
Current Year Cost		\$ 622,862.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Neutral	\$ 4.0 FTE	# 1970-35137-22200-09340-99999	
Revenue	\$ 622,862.00	# 1970-35137-99999-34221-99999	
Expense	\$ 480,000.00	# 1970-35137-22200-5xxxx-99999 (paramedic	
Expense	\$ 142,862.00	# 1970-35137-22200-51001-99999 (firefighter	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
This funding source will continue at the discretion of Spokane County Behavioral Health and has the potential to be recurring.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Four (4) new Behavioral Health Paramedic FTE's are requested within Fire's budget. If funding isn't renewed, these positions will be removed accordingly.			
Approvals		Additional Approvals	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
Fire Accounting fireaccounting@spokanecity.org		Tom Williams tmwilliams@spokanecity.org	
Jacob Miller jmiller@spokanecity.org			

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PROVIDE BEHAVIORAL HEALTH CO-RESPONSE SERVICES WITH SPOKANE COUNTY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Fire/Emergency Medical Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add 4.0 classified Behavioral Health Paramedics (from 0 to 4) in the Fire Department.
- 2) Increase revenue by \$622,862.
 - A) Of the increased revenue, \$622,862 is provided solely for Fire Protection & Emergency Medical Services in the Fire Department.
- 3) Increase appropriation by \$622,862.
 - A) Of the increased appropriation, \$622,862 is provided solely for salary and benefits in the Fire Department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide behavioral health co-response services with Spokane County, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

TOM WILLIAMS (509)625-7001

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

SPECIAL BUDGET ORDINANCE - FIRE TRAINING FACILITY AUDIO EQUIPMENT

Agenda Wording

Replacement of existing failed audio equipment at the Fire Training Center.

Summary (Background)

The Spokane Fire Department's training facility is designated as [one of] the City's emergency operations center (EOC) if a catastrophic event occurs, so it needs audio and communications equipment that is functioning and reliable. It is also utilized daily for training, bargaining sessions, and regional fire, police, and military meetings. The existing audio system has recently failed in all classrooms and auditoriums at the training facility. The system cannot be salvaged and should be replaced entirely to ensure it remains in reliable working condition in case of catastrophic events. Fire has a "cable franchise account" budgeted in this Fund annually for equipment replacement, but it is not enough to pay for the replacement of the entire audio system.

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? NO			
Total Cost		\$ 150,000	
Current Year Cost		\$ 150,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 150,000	#	1940-37320-18900-56406-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
No			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
Fire Accounting fireaccounting@spokanecity.org		Tom Williams tmwilliams@spokanecity.org	
Jacob Miller jmiller@spokanecity.org		Erin Hut ehut@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO REPLACE COMMUNICATIONS EQUIPMENT IN THE FIRE TRAINING FACILITY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Channel Five Equipment Reserve Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

- 1) Increase appropriation by \$150,000.
- A) Of the increased appropriation, \$150,000 is provided solely for communications equipment in the Fire Department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace communications equipment in the Fire training facility, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/29/2025

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center		
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: certificates@wtwco.com		
INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 4955 Technology Way Boca Raton, FL 33431	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Insurance Company of P		19445
	INSURER B: ACE Property & Casualty Insurance Company		20699
	INSURER C: AIU Insurance Company		19399
	INSURER D: Ironshore Specialty Insurance Company		25445
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** W40642838**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL 1729003	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	
	<input checked="" type="checkbox"/> Civil Rights						MED EXP (Any one person)	\$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 5,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 25,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 5,000,000	
								\$	
A	AUTOMOBILE LIABILITY			AL 4594443	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			XOOG72597631 004	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 10,000,000	
	DED		RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 014111823	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	
D	Pollution Liability			ISPILLSCV0Y3001	10/01/2023	10/01/2026	Each Incident	\$10,000,000	
							Policy Aggregate	\$10,000,000	
							Retention	\$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Residential, Non-Residential, Reporting Centers and Re-Entry Programs

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability if SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Spokane Municipal Probation Department Community Justice Services 1100 West Mallon, 2nd Floor Spokane, WA 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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SR ID: 28534517

BATCH: 4142128



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries GEO Reentry Services, LLC; Cornell Companies; BI, Inc 4955 Technology Way Boca Raton, FL 33431	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract. Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract, as permitted by law.

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: WC 014111822 EFF DATE: 10/01/2025 EXP DATE: 10/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	Each Accident	\$2,000,000
& Employers Liability - WI	Disease Each Empl	\$2,000,000
Per Statute	Disease Pol Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: AL 4594444 EFF DATE: 10/01/2025 EXP DATE: 10/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$5,000,000
Any Auto including		
Hired & Non-Owned		

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/20/2026

Clerk's File #

OPR 2024-0193

Cross Ref #**Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

PROBATION SERVICES

Bid #**Contact Name/Phone**

MICHAEL 622-5806

Requisition #**Contact E-Mail**

MDIAMOND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

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

PERSONAL SERVICES AGREEMENT CONTRACT EXTENSION: ELECTRONIC

Agenda Wording

Contract extension with BI Incorporated (Boulder, CO) for Electronic Monitoring service. Beginning March 1, 2026 through February 29, 2028. Total cost \$250,000 plus applicable tax.

Summary (Background)

CJS entered into an Electronic Monitoring contract with BI Incorporated beginning March, 2024 for alcohol detection and GPS monitoring. BI Incorporated has provided excellent services and opportunities under the State OMNIA contract we have copied. CJS currently seeks a two-year extension (years 3 and 4 of a 5 year contract) beginning March 1, 2026 and ending February 29, 2028.

What impacts would the proposal have on historically excluded communities?

The Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the EM population or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary team and stakeholders.

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

Data points on all Community Justice Services Department (CJS) programs are continually collected and analyzed to monitor the effectiveness of all CJS functions and programs.

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 funding will provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts, making for a safer community.

Council Subcommittee Review

To be reviewed by public safety committee on February 2, 2026 with legislative session to follow two weeks post-Public Safety Committee meeting

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,000	
Current Year Cost		\$ 250,000	
Subsequent Year(s) Cost		\$ 250,000	
<u>Narrative</u>			
\$250,000 has been moved from 1910-18100-23200-54101-99999 on a one-time basis into account 0690-16100-23200-54101-99999			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 250,000	#	0690-16100-23200-54101-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Distribution List</u>			
Michael Diamond		Kristin O'Sullivan	
Derrek Daniels			
cwahl@spokanecity.org		Matthew Johnson <Matthew.Johnson@bi.com>	



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

B. I. INCORPORATED
4955 TECHNOLOGY WAY
BOCA RATON FL 33431-3367

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

Issue Date: Jun 20, 2025

Unified Business ID #: 601220280

Business ID #: 001

Location: 0002

Expires: Jun 30, 2026

CITY/COUNTY ENDORSEMENTS:

KELSO GENERAL BUSINESS - NON-RESIDENT #A040114 - ACTIVE

LACEY GENERAL BUSINESS - NON-RESIDENT #11092 - ACTIVE

PORT ORCHARD GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13011934BUS - ACTIVE

ABERDEEN GENERAL BUSINESS - NON-RESIDENT #215207 (EXPIRES 04/30/2026) - ACTIVE

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

Director, Department of Revenue

UBI: 601220280 001 0002

B. I. INCORPORATED
4955 TECHNOLOGY WAY
BOCA RATON FL 33431-3367

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE -
ACTIVE
TAX REGISTRATION - ACTIVE
KELSO GENERAL BUSINESS -
NON-RESIDENT #A040114 - ACTIVE
LACEY GENERAL BUSINESS -
NON-RESIDENT #11092 - ACTIVE
PORT ORCHARD GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT #T13011934BUS -
ACTIVE
ABERDEEN GENERAL BUSINESS -
NON-RESIDENT #215207 (EXPIRES

FOLD HERE

Expires: Jun 30, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CITY OF SPOKANE
CONTRACT RENEWAL

**Title: ELECTRIC MONITORING
SERVICE AND EQUIPMENT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BI INCORPORATED**, whose address is 6265 Gunbarrel Avenue, Suite B, Boulder Colorado 80301 as ("Company"), individually hereafter referenced as a "party", and together as the "parties". individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Electric Monitoring Services and Equipment for the City of Spokane Probation Department; and

WHEREAS, the initial contract provided for one (1) additional one (1) year renewal, with this being the last renewal. The Parties have agreed to a two (2) year renewal.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 22, 2023 and March 27, 2023, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on March 1, 2026 and shall run through February 28, 2028.

3. COMPENSATION.

The City shall pay an annual amount not to exceed **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)**, plus applicable sales tax, per year, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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 Renewal by having legally-binding representatives affix their signatures below.

BI INCORPORATED

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-020

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

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

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

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

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

ATTACHMENT B

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

DERMOTT 6142

Requisition #**Contact E-Mail**

DMURPHY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS

Sponsoring at Administrators Request

NO

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

4700: DSC INTERLOCAL AGREEMENT WITH AIRWAY HEIGHTS

Agenda Wording

DSC to perform plan review, assist with inspections and Building Official consultation on a limited basis to support the City of Airway Heights.

Summary (Background)

This proposal is from the City of Airway heights requesting help while they advertise for a replacement Building Official due to vacancy. The proposed workload would include part time services at an hourly rate of \$150.00 per hour for Building Official duties, Inspection consultation from field staff, and Plan reviews services.

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? NO			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Staff will be reimbursed on an hourly basis for services provided from the City of Air-way Heights through the collection of their permit fees.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 150.00 per hour	#	4700-30210-99999-32210-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>			
<u>Funding Source Type</u> Select			
Is this funding source sustainable for future years, months, etc?			
This is a limited service being offered to support Airway Heights until such time they can recruit and fill their open Building Official position.			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	PALMQUIST, TAMI		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	KAPAUN, MEGAN		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		tpalmquist@spokanecity.org	
smacdonald@spokanecity.org		dgmurphy@spokanecity.org	
akiehn@spokanecity.org		klouden@spokanecity.org	
nzollinger@spokanecity.org			



CITY OF SPOKANE

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND THE CITY OF
AIRWAY HEIGHTS FOR BUILDING PLAN
REVIEW, PERMIT INTAKE, BUILDING
INSPECTION AND RELATED SERVICES**

This Interlocal Agreement (this "Agreement") is effective as of the Effective Date set forth below, by and between the City of Spokane, a Washington a first-class city ("**Spokane**"), and the City of Airway Heights, a Washington a non-charter code city ("**Airway Heights**") with Spokane and Airway Heights jointly referred to as "**Parties**".

RECITALS

WHEREAS, Spokane enforces the Washington State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in the Spokane Municipal Code and RCW Chapter 19.27.

WHEREAS, Airway Heights enforces the Washington State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in both the Airway Heights Municipal Code and RCW Chapter 19.27.

WHEREAS, Airway Heights is in need of assistance for review of building plans, permit intake, processing and issuance, building inspections, Building Official services and related functions.

WHEREAS, Spokane, through its Development Services Department and other departments has capacity to aid Airway Heights with review of building plans, permit intake, processing, and issuance, building inspections and interpretations, predevelopment reviews, and related functions.

WHEREAS, Airway Heights desires to obtain assistance for building plan review services, permit intake, processing and issuance services, building inspection services, and other related services (the "**Services**") from Spokane to assist in enforcing the Washington State Building Code Act in Airway Heights in conformance with the Airway Heights Municipal Code, and RCW Chapter 19.27.

WHEREAS, Spokane has proposed to provide Airway Heights with the Services as set forth in this Agreement.

WHEREAS, The Parties are authorized under RCW 39.34 to enter into this Agreement for the provision of the Services, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. Purpose. The purpose of this Agreement is for Spokane to provide the Services to Airway Heights. The scope of the Services is set forth in Exhibit A (the "Scope of Services and Fee Schedule") hereto.

2. Duties of Spokane. Spokane, as a deputy under the authority and direction of the Airway Heights' Building and Planning Department shall provide the Services on an as-needed basis. The scope of the Services is set forth in the Scope of Services and Fee Schedule. Requests for the Services shall be emailed to the Spokane Development Services Department or other applicable department by Airway Heights. Requests for Services shall be completed within the timeframes required by Washington law and/or the Airway Heights Municipal Code.

3. Duties of Airway Heights. Airway Heights shall be responsible for requesting Services from Spokane when needed, to complete all permitting processes not requested from Spokane under Section 2 above, render all final interpretations of the Washington State Building Code Act and/or Airway Heights Municipal Code, and provide Spokane with any resources as reasonably necessary to facilitate the performance of Spokane's duties. In addition, Airway Heights shall provide payment for the Services to Spokane as set forth herein.

4. Duration and Termination. The Agreement shall take effect on February 2, 2026, or as soon thereafter as all of the following events have occurred ("**Commencement Date**"):

- (a) Approval of the Agreement by the official action of the governing bodies of each of the Parties;
- (b) Execution of the Agreement by the duly authorized representative of each of the Parties; and
- (c) Filing or listing a copy of this Agreement as required by RCW 39.34.040.

The term of this Agreement shall be from the Commencement Date to December 31, 2027 ("**Initial Term**") and shall be automatically extended for additional terms of one year (an "**Extension Term**"), unless either party provides written notice to the other by September 30 of the applicable year in which the Initial Term or Extension term is set to expire, expressing an intent not to this extend Agreement. For purposes of clarity, in the absence of notice not to extend sent by September 30 of the applicable year, this Agreement shall be automatically extended for one additional year. In addition, either Party may terminate this Agreement by providing 120 days' written notice to the other Party.

At least one hundred and twenty (120) days prior to expiration of the Initial Term or any Extension Term, the Parties shall meet and confer for the purpose of reviewing and adjusting the Scope of Services and Fee Schedule.

5. Cost of Services and Billing. For the Services, Airway Heights shall pay Spokane as set forth in 'Attachment A' of the Scope of Services and Fee Schedule.

On a project basis and no less than once a month, Spokane shall bill Airway Heights for amounts due under this Agreement. Airway Heights shall pay the amount due within thirty (30) days of receipt of each bill. If Airway Heights has a good faith dispute with any invoice, Airway Heights

shall pay any undisputed amount, and the Parties shall within fifteen (15) days meet and confer to resolve the dispute.

6. Indemnification.

- (a) Airway Heights Ordinances, Rules and Regulations. In executing this Agreement, Spokane does not assume liability or responsibility for or release Airway Heights from any liability or responsibility which arises in whole or in part from the existence or effect of Airway Heights ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Airway Heights ordinance, rule, or regulation is at issue, Airway Heights shall defend the same at its sole expense and if judgment is entered or damages are awarded against Spokane, Airway Heights, or both, Airway Heights shall satisfy the same, including all costs and/or attorney's fees awarded by the court.
- (b) Airway Heights Indemnification of Spokane. Airway Heights shall indemnify, defend, and hold harmless Spokane, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for personal injury or death of persons (including employees of Spokane), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Airway Heights' acts, errors or omissions with respect to the subject matter of this Agreement; provided, however,
 - (i) Airway Heights' obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Spokane, its officers, agents or employees; and
 - (ii) Airway Heights' obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Airway Heights and Spokane shall apply only to the extent that Airway Heights' actions or negligence caused or contributed thereto.
- (c) Spokane Indemnification of Airway Heights. Spokane shall indemnify, defend, and hold harmless Airway Heights, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for personal injury or death of persons (including employees of Spokane), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Spokane's acts, errors or omissions with respect to the subject matter of this agreement; provided, however
 - (i) Spokane's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Airway Heights, its officers, agent or employees; and

- (ii) (ii) Spokane's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Spokane and Airway Heights shall apply only to the extent that Spokane's actions or negligence caused or contributed thereto.
- (d) Indemnification for Events Occurring Prior to Termination of Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of Services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day Services are provided under this Agreement. The obligation of a party to indemnify, defend, and hold harmless under Sections 6(b) and 6(c) shall survive termination of this Agreement for any event that occurred prior to such termination.

7. Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Airway Heights and/or Spokane to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

8. Independent Contractor. Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Spokane an Airway Heights employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Airway Heights employees by virtue of their employment. Nothing in this Agreement shall make any employee of Airway Heights a Spokane employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Spokane employees by virtue of their employment. At all times pertinent hereto, employees of Spokane are acting as Spokane employees and employees of Airway Heights are acting as Airway Heights employees.

9. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Spokane: City of Spokane
Attn: Alexander Scott, City Administrator
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: ascott@spokanecity.org
Phone: (509) 625-6774

With a copy to: City of Spokane
Attn: Tami Palmquist, Director of Development Services
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: tpalmquist@spokanecity.org
Phone: (509) 625-6157

To Airway Heights: City of Airway Heights
Attn. Heather Trautman,
Director of Building and Planning Department
13120 W 13th Avenue
Airway Heights, WA 99001
htrautman@cawh.org
509-954-1461

With a copy to: City of Airway Heights
Attn. Albert Tripp, City Manager
13120 W 13th Avenue
Airway Heights, WA 99001
atripp@cawh.org
509-244-5578

10. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

11. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Washington. Any action relating to this Agreement shall be brought only in the Spokane County Superior Court, and the Parties consent to the jurisdiction of such court for such purposes.

14. Attorney's Fees and Costs. In any action relating to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.

15. Construction and Interpretation. The recitals set forth above are hereby incorporated into the substantive provisions of this Agreement. This Agreement shall not be construed more strictly against Airway Heights by virtue of the fact that the same was prepared by Airway Heights or its counsel, it being recognized that Spokane has contributed substantially and materially to the preparation of this Agreement.

16. RCW 39.34.030 Required Clauses.

(a) Purpose. See above.

(b) Duration. See above.

- (c) Organization of Separate Entity and its Powers. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to administer this Agreement.
- (d) Responsibilities of the Parties. See above.
- (e) Agreement to be Filed. This Agreement shall be filed with each City Clerk for both Parties and with the Spokane County Auditor, or listed on each Parties' web site or other electronically retrievable public source as required by RCW 39.34.040.
- (f) Financing. Each party shall be responsible for the financing of its obligations through its budgetary process.
- (g) Termination. Either party may terminate this Agreement as set forth above.
- (h) Property upon Termination. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each party contributed to acquisition.

[SIGNATURE PAGE FOLLOWS]

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

DATED this _____ day of _____, 2026.

CITY OF AIRWAY HEIGHTS, WASHINGTON CITY OF SPOKANE, WASHINGTON

By _____
Signature Date

Larry Bowman
Type or Print Name

Chair
Title

Approved as to form:

Daniel J. Gibbons, City Attorney

Attest:

Tara Moses, Clerk-Treasurer

By _____
Signature Date

Lisa Brown
Type or Print Name

Mayor
Title

Approved as to form:

Assistant City Attorney

Attest:

Terri Pfister, City Clerk

Attachments to this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

M26-027

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES

Under this agreement, the City of Spokane through its Building Official agrees to provide the following support, subject to availability and applicable laws, codes, and policies. The services will be provided by the following staff: Dermott Murphy- Building Official, Johnathan Goldsmith - Deputy Building Official and Misty Moore - Plans Examiner.

1.1 Technical Code Consultation by the Building Official and Deputy Building Official

- Serve as an on-call technical resource for questions related to:
 - Occupancy classifications
 - Changes of occupancy or use
 - Building plan submission requirements
 - Code applicability and interpretation

1.2 Field Inspection Support Building Official and Deputy Building Official

- Provide assistance to inspectors when field conditions require interpretation or clarification of code intent or application.
- Offer guidance to support consistent enforcement decisions.

1.3 Pre-Development Conferences Building Official and Plans Examiner

- Participate in Pre-Development or pre-application conferences, when scheduled approximately two (2) weeks in advance, to:
 - Review proposed concept uses
 - Discuss changes of use or occupancy
 - Provide preliminary feedback on new construction or redevelopment proposals
- Such feedback shall be advisory unless otherwise documented as a formal determination.

1.4 Occupancy and Life Safety Determinations Building Official and Deputy Building Official


- Assist with occupancy and life safety issues, including:
 - Support for stop-work orders
 - Do-not-occupy determinations
 - Written documentation or code citations to support Code Compliance actions
- Provide formal determinations when required under adopted codes or local ordinance.

1.5 Rates

1. Hourly rates are \$150.00 per hour
2. Items 1.1, 1.2, 1.4 will be a combined base fee for services by hour, there will be no weekly charge if no services are requested. This fee can be adjusted by mutual agreement.

3. Item 1.3, hourly charge per predevelopment conference, includes preparation and consultation time. Pre-development meetings are typically the preparation of comments on site plans and proposed uses and do not include an ‘in-person meeting’. If an applicant requests an in-person meeting, it will be a hybrid meeting of both web platform and in person, the Spokane Building Department staff may attend via web platform.
4. Additional: In person meeting, Site meetings, 2-hour min.

Staff Qualifications:

Certified Certified Person	City
 Dermott Murphy	Spokane

Certificates

Fire Inspector II (expires 07/14/2027)
 Commercial Electrical Inspector (expires 07/14/2027)
 Residential Mechanical Inspector (expires 07/14/2027)
 Commercial Plumbing Inspector (expires 07/14/2027)
 Residential Building Inspector (expires 07/14/2027)
 Building Inspector (expires 07/14/2027)
 Certified Fire Code Official (expires 07/14/2027)
 Residential Electrical Inspector (expires 07/14/2027)
 Accessibility Inspector/Plans Examiner (expires 07/14/2027)
 Combination Inspector (expires 07/14/2027)
 Residential Combination Inspector (expires 07/14/2027)
 Commercial Combination Inspector (expires 07/14/2027)
 Certified Housing Code Official (expires 07/14/2027)
 Master Code Professional (expires 07/14/2027)
 Residential Plumbing Inspector (expires 07/14/2027)
 Plumbing Inspector (expires 07/14/2027)
 Electrical Inspector (expires 07/14/2027)
 Fire Plans Examiner (expires 07/14/2027)
 Zoning Inspector (expires 07/14/2027)
 Residential Plans Examiner (expires 07/14/2027)
 Certified Building Official (expires 07/14/2027)
 Building Plans Examiner (expires 07/14/2027)
 Commercial Mechanical Inspector (expires 07/14/2027)
 Property Maintenance and Housing Inspector (expires 07/14/2027)
 Fire Inspector I (expires 07/14/2027)
 Residential Energy Inspector/Plans Examiner (expires 07/14/2027)
 Commercial Building Inspector (expires 07/14/2027)
 Mechanical Inspector (expires 07/14/2027)
 Fire Code Specialist (expires 07/14/2027)
 Building Code Specialist (expires 07/14/2027)
 Housing and Zoning Code Specialist (expires 07/14/2027)

Certified Certified Person	City
 Johnathan Goldsmith	Spokane

Certificates

Residential Building Inspector (expires 07/01/2028)
 Residential Plans Examiner (expires 07/01/2028)
 Certified Building Official (expires 07/01/2028)
 Commercial Building Inspector (expires 07/01/2028)
 Building Inspector (expires 07/01/2028)

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

TRANSPORTATION &

Bid #**Contact Name/Phone**

JON 6889

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

YES

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

AUTHORIZING THE CITY TO EXECUTE ANY NECESSARY AGREEMENTS TO

Agenda Wording

A resolution authorizing the City to execute any necessary agreements to formalize the City's participation in the Community Participatory Budgeting program administered through the Washington Department of Commerce.

Summary (Background)

This resolution authorizes the City to execute any necessary agreements to formalize the City's participation in the Community Participatory Budgeting program administered through the Washington Department of Commerce.

What impacts would the proposal have on historically excluded communities?

Participatory Budgeting is a democratic process in which community members decide where to spend part of a public budget. Through participatory budgeting, communities have the flexibility to design how ideas will be generated and feasible proposals are developed. As part of this process, the City will conduct extensive outreach using a variety of methods to reach different segments of the community including youth, the elderly, communities of color, and other communities impacted by environmental harms.

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?

See above.

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

The City will provide quarterly progress reports and a final report that includes successes, barriers encountered, and lessons learned. Commerce will be submitting a report to the legislature that will include what you share.

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?

Sustainability Action Plan - Environmental Justice

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Conduct participatory budgeting = \$650,000 (March 2026 - June 30, 2026) ' For selected projects = \$1,600,500 (Once projects are selected). There are no match requirements.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Grant	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<u>Distribution List</u>			
		jsnyder@spokanecity.org	
jhaynes@spokanecity.org		nzollinger@spokanecity.org	

RESOLUTION 2026 – __

A resolution authorizing the City to execute any necessary agreements to formalize the City's participation in the Community Participatory Budgeting program administered through the Washington Department of Commerce.

WHEREAS, Participatory Budgeting is a democratic process in which community members decide where to spend part of a public budget; and

WHEREAS, Participatory Budgeting was championed by the Environmental Justice Council and the legislature approved a budget proviso to fund participatory budgeting for projects that promote decarbonization and/or resiliency; and

WHEREAS, eligible decarbonization projects aim to reduce greenhouse gas emissions in areas such as buildings, transportation, and industry. Examples include switching to renewable energy, electrification, improving energy efficiency, and developing clean hydrogen or other alternative fuels; and

WHEREAS, eligible resiliency projects aim to strengthen the ability of communities to withstand and recover from challenges. These projects may focus on climate adaptation, community support systems, and building individual and emotional resilience; and

WHEREAS, the budget proviso called for the Department of Health to identify at least five geographically diverse communities in which to conduct a participatory budgeting process; and

WHEREAS, portions of the city of Spokane were identified as a community to conduct a participatory budget process; and

WHEREAS, the City of Spokane, as an eligible community, intends to join the Community Participatory Budgeting program.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby authorizes the City to execute any necessary agreements to formalize the City's participation in the Community Participatory Budgeting program administered through the Washington Department of Commerce.

PASSED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

TRANSPORTATION &

Bid #**Contact Name/Phone**

JON SNYDER 6779

Requisition #**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

YES

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

LIMITED EXCEPTION TO THE COMPLETE STREETS ORDINANCE FOR THE

Agenda Wording

A resolution to approve a limited exception to the Complete Streets ordinance for the Rowan Maple/Ash stoplights projects based on the availability of parallel routes.

Summary (Background)

This resolution approves a limited exception to the Complete Streets ordinance for the Rowan Maple/Ash stoplights projects based on the availability of parallel routes as recommended by the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

The purpose of the Complete Streets Program is the integration of transportation and land use planning in order to ensure all users are accommodated in the construction of all City transportation improvement projects as outlined in the Comprehensive Plan and detailed in the adopted Bicycle Master Plan, Bicycle Priority Network, Pedestrian Master Plan, and the American with Disabilities Act (ADA) Transition Plan. Implementation of complete streets planning will create a balanced transportation system that provides safe, accessible, and efficient routes among priority destinations for walking, bicycling, and public transport, that

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?

Performance measures monitoring the progress of Complete Streets implementation will be included with the Transportation Commission's annual report to the City Council. Performance measures established through the Complete Streets program utilize existing reporting done for concurrency certification and state and federal grant programs. Performance measures include, but are not limited to annual fatalities and serious injuries of all modes of travel, measurements of vehicle miles travelled in the city of Spokane, transit boardings in the city of Spokane, annual micromobility trips with a provider under contract with the City of

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

See above.

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?

Complete Streets Program - SMC 17H.020

Council Subcommittee Review

This exception was reviewed and recommended by the City's Transportation Commission.

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		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			
		jsnyder@spokanecity.org	
nzollinger@spokanecity.org			

RESOLUTION 2026 – ____

A resolution to approve a limited exception to the Complete Streets ordinance for the Rowan Maple/Ash stoplights projects based on the availability of parallel routes.

WHEREAS, the Council approved a new process that narrowed the exceptions to the Complete Streets ordinance in 2025, and;

WHEREAS, the Rowan Maple/Ash stoplight project is designed to increase safety crossing the Maple/Ash couplet by narrowing the roadway, adding a new stoplight cycle, creating better connections for the Rowan bike lane, and improving ADA curb ramps, and;

WHEREAS, the Bicycle Master Plan calls for north/south bike lanes at the Rowan intersections on the Maple/Ash couplet but such facilities would have much higher level of traffic stress and likely get less use than parallel routes on Belt/Elm/Cannon to the west and Cedar to the east, and;

WHEREAS, the Transportation Commission unanimously voted to recommend that the City Council approve a limited Complete Streets ordinance exception based on the availability of nearby parallel routes on Belt/Elm/Cannon and Cedar that would provide alternate north/south bicycle facilities, such that the Rowan intersection would not need to be redesigned in a way that could introduce conflicts between people biking and walking.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves a limited exception to the Complete Streets ordinance for the Rowan Maple/Ash stoplights projects based on the availability of parallel routes.

PASSED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Information Only**Date Rec'd**

12/12/2025

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

MAYOR

Bid #**Contact Name/Phone**

SARAH NUSS 5094357026

Requisition #**Contact E-Mail**

SNUSS@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KTELIS

Sponsoring at Administrators Request

NO

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

SPOKANE COMMUNITY RESILIENCE ACTION PLAN

Agenda Wording

Regional Heat and smoke plan presentation

Summary (Background)

This presentation will be given by a representative from the Spokane climate institute at Gonzaga, to give the city council and the public an overview of the newly drafted regional Heat Plan and Wildfire Smoke Plan. The overview will focus on how the plans were created, which partners are involved, ongoing work, and future implications of the work outlined in the plans.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

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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		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
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			
		snuss@spokanecity.org	



Institute *for* Climate, Water, *and the* Environment

gonzaga.edu/ClimateInstitute
ClimateInstitute@gonzaga.edu



Our Mission

Informed by an abiding commitment to a just society and care for the planet, the Gonzaga Institute for Climate, Water, and the Environment engages in regional capacity building, scholarship, and teaching to promote the flourishing of inland northwest communities, waters, and lands in the face of a changing climate.

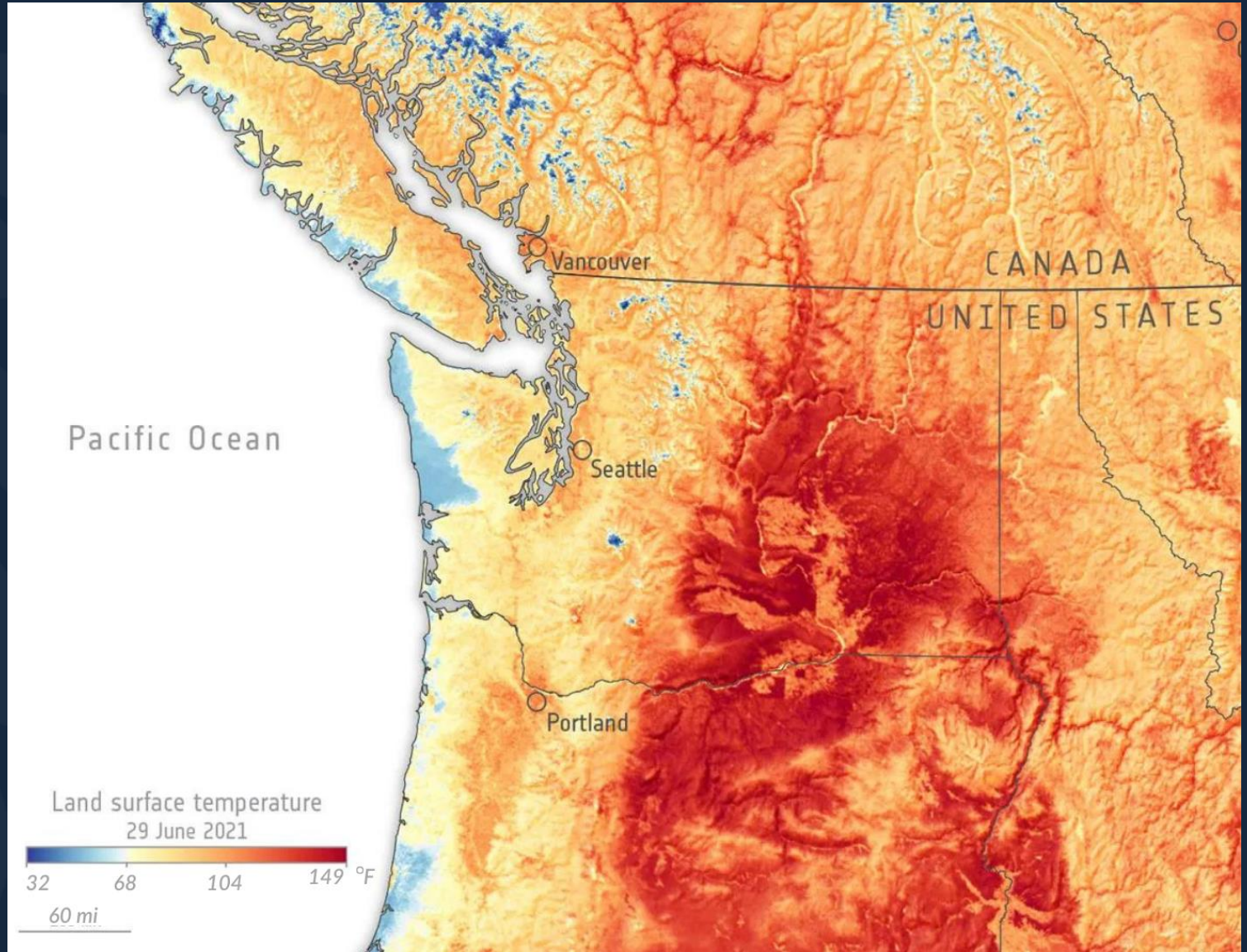


**Institute
for Climate,
Water, *and the*
Environment**

The Catalyzing Event: 2021 Northwest Heat Dome

157 heat-related
deaths in WA

19 heat-related
deaths in Spokane
County



It's more than just heat...

Annual number of days above
“moderate” air quality (AQI
101+)

2000-2014

2.6

2015-2024

9.2

353% increase!



Downtown Spokane in summer of 2023

Source: Spokane Regional Clean Air Agency



Insights from Community-Engaged Research:

- Engage in **proactive planning**
 - Prioritize nature-based, long-term solutions
- Health risk and exposure reduction **education**
- **Financial assistance** for home weatherization, HVAC improvements, and energy bills
- Establish **safe locations** for information sharing and resource distribution during extreme weather
- Improved **coordination and collaboration** across Spokane organizations



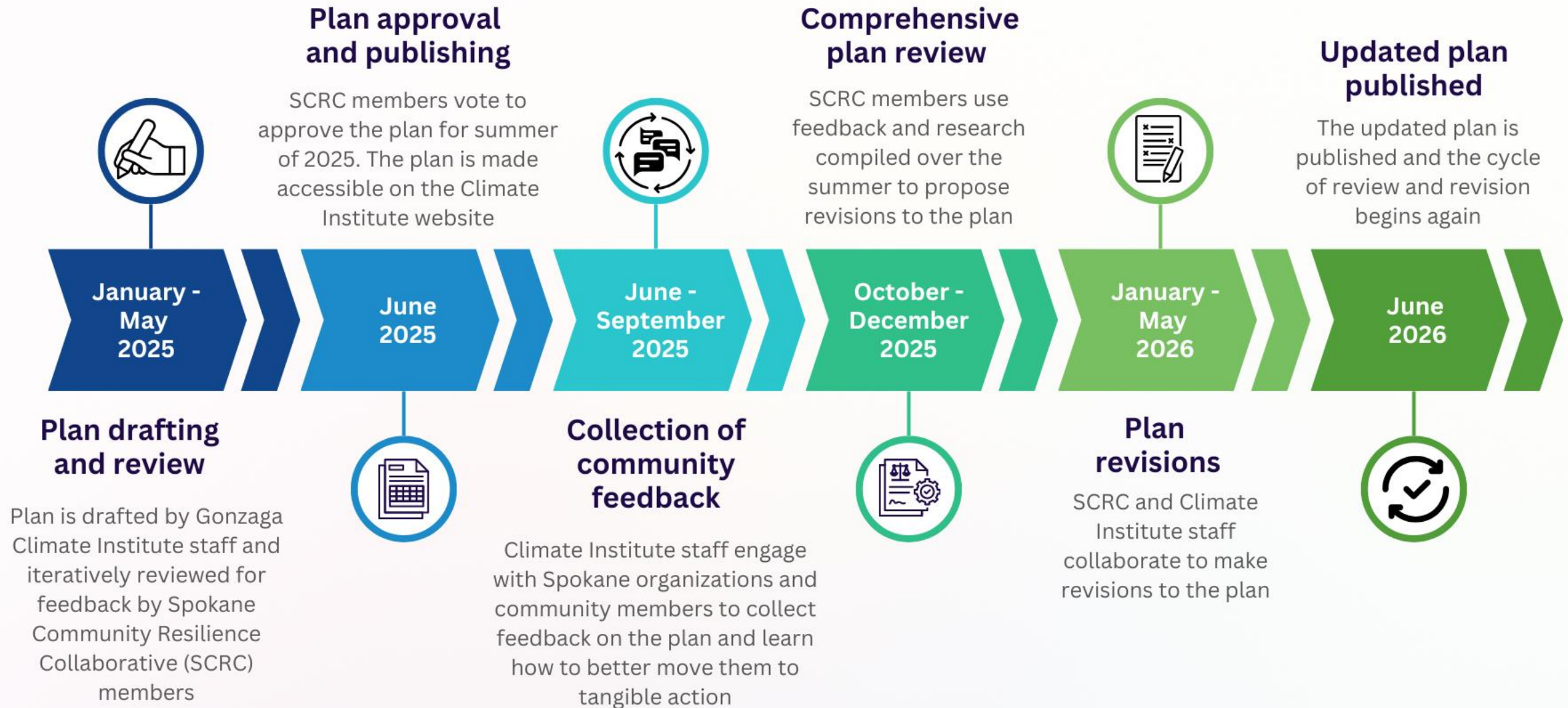
Spokane Community Resilience Collaborative

Founded in April 2024; 15 active member organizations

- **Goal 1:** Develop city-wide extreme heat and wildfire smoke resilience plans for Spokane
- **Goal 2:** Develop a network of climate resilient community buildings with supportive programming and infrastructure throughout Spokane
- **Goal 3:** Create and maintain digital tools that provide educational resources to build household-level resilience

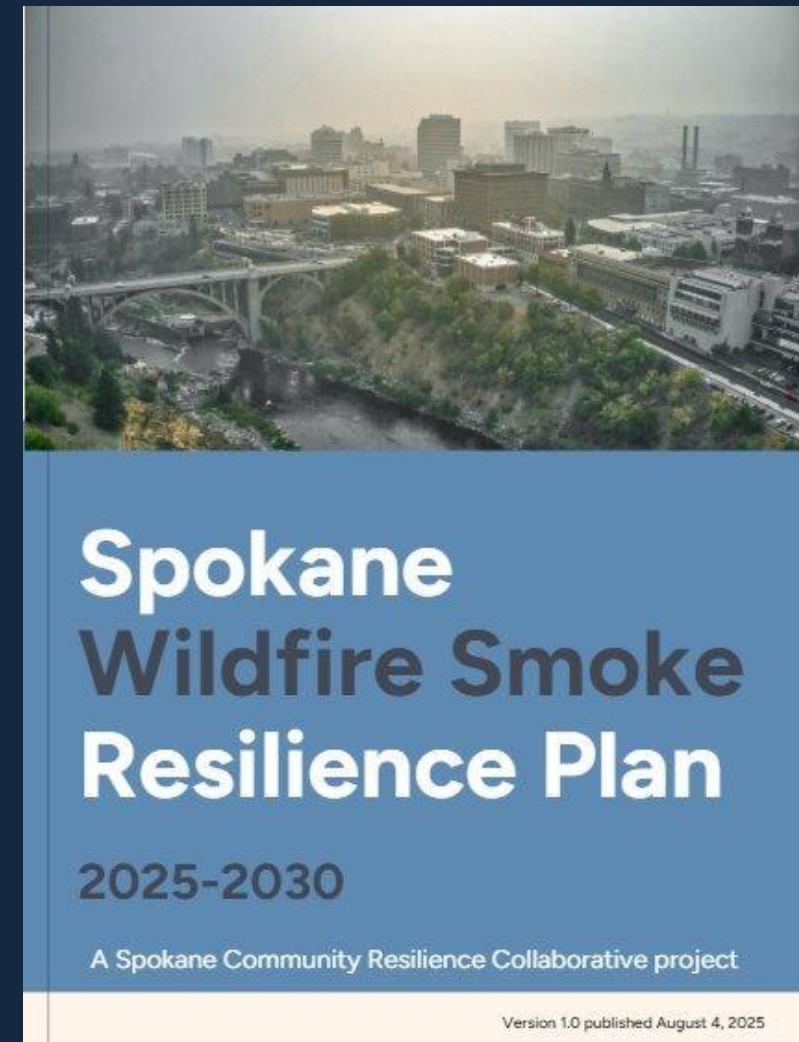
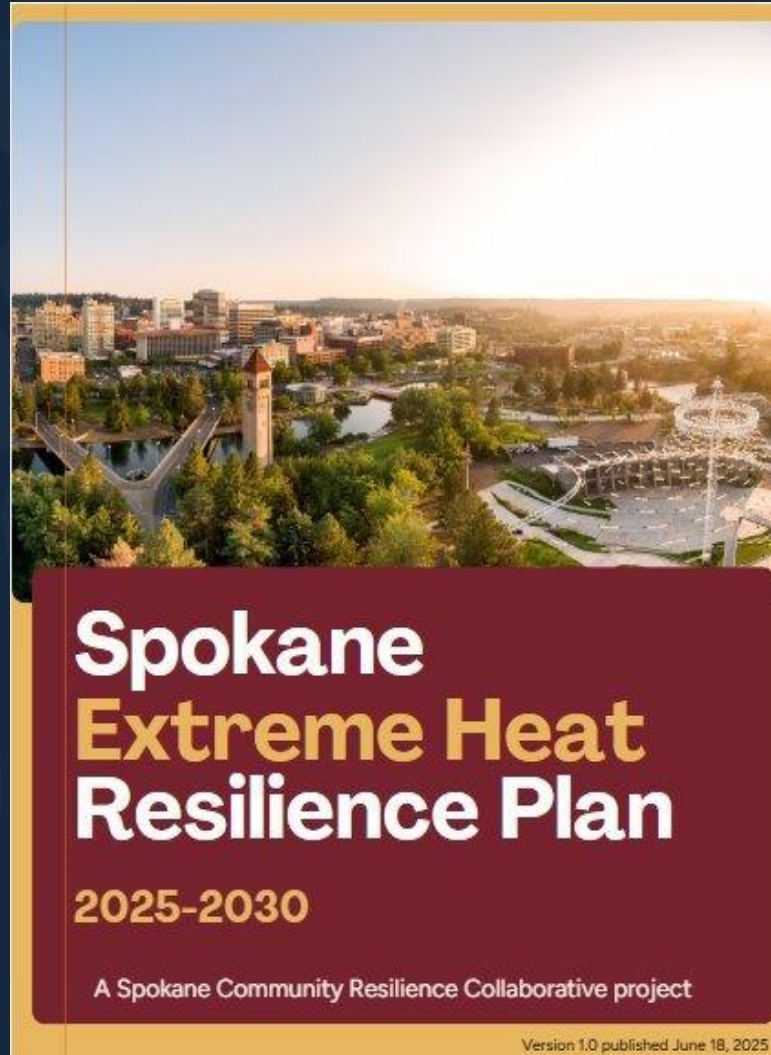


Spokane Extreme Heat Plan Development Timeline



Priorities

- *By the community, for the community*
- Equitable access and advancement
- Proactive *and* reactive
- Collaboration and coordination



Version 1.0

- Preparedness
 - Response
 - Recovery
 - Mitigation
-
- Recommendation
 - Rationale
 - Considerations
 - Potential partners
 - Timeline



Recommendation 1.3: Establish and maintain a community leader program

Rationale:

According to the research article “Explaining Civic Engagement: The Role of Neighborhood Ties, Place Attachment, and Civic Responsibility,” well-developed neighborhoods are characterized by individuals who are actively involved in their communities, form strong social connections, and share common values built on trust (Dang et al., 2021). With the goal of building resilience against extreme heat, establishing a community leader program in Spokane can help foster essential connections and ensure the city is better prepared to respond effectively.

Considerations:

A community leader program could be integrated with Spokane’s current Neighborhood Council model. The [Community Emergency Response Team \(CERT\)](#) program developed by US FEMA could provide a basic framework to follow. Leaders should be identified and trained in coordination with resilience hubs (see [Recommendation 1.4](#))

Potential Partners:

- Resilience hubs
- Nonprofit organizations
- Local health agencies
- Local government organizations

Timeline³:

Recommendation 1.3 Establish and maintain a community leader program																			
2025				2026				2027				2028				2029			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Color key				Action in progress				Action planned				Action proposed							

Version 2.0:

Spokane Community Resilience Action Plan

Action plan structure:

- Goal
 - Strategy
 - Action*
 - Responsible actors
 - Accountability metrics
 - Timeline
 - Supporting research

*Actions are organized by hazard: heat, smoke, or both



Version 2.0:

Spokane Community Resilience Action Plan

Resilience phases:

- Preparedness
- Response
- Recovery
- Mitigation
- Research

New sections:

- Terms and acronyms
- SCRC history
- How to get involved
- Alignment with existing plans and laws
- Featured success stories
- How to read this plan
- Implementation and monitoring



Goals:

1. Expand community education on extreme heat and wildfire smoke safety
2. Improve accessibility of residential cooling and air filtration infrastructure
3. Implement neighborhood programs that build trust, social cohesion, and connection to supportive services during extreme events
4. Update policy and public infrastructure to minimize negative impacts from extreme heat and poor air quality
5. Periodically adapt the Spokane resilience framework in response to evolving research, community input, and best practices



Next steps

- Ongoing community outreach/engagement
 - Including this presentation!
- Direct coordination with organizations for accountability planning
- Connecting with experts and researchers
- Collecting media for success story features
- Graphic design of the new plan
- Deliberations in SCRC
- Public education campaign to accompany the launch of v2.0 in June



Questions & discussion

Jester@gonzaga.edu





Institute *for* Climate, Water, *and the* Environment

gonzaga.edu/ClimateInstitute
ClimateInstitute@gonzaga.edu



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON SDIXIT KTELIS

Sponsoring at Administrators Request

NO

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

ORDINANCE ESTABLISHING "IMMIGRATION ENFORCEMENT FREE ZONES"

Agenda Wording

An ordinance titled "Immigration Enforcement Free Zones", establishing protections to promote trust and safety by ensuring city owned property is not voluntarily used to support immigration enforcement activities without a judicial warrant, amending sections 12.05.005, 12.05.050 and 12.05.070 of the Spokane Municipal Code.

Summary (Background)

This ordinance expands the definition of "City Property", adds "staging area" and "surveillance" to the list of definitions in SMC 12.05.005; adds immigration enforcement as permissible on city property only with a judicial warrant; requires signage to properties.

What impacts would the proposal have on historically excluded communities?

This proposal would increase protections for people who are immigrants and refugees, and decrease incidents of profiling.

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

Not applicable

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

Not Applicable

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

This ordinance increases equitable treatment of all city residents, and potentially reduces violations of civil rights.

Council Subcommittee Review

None.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Signage will be the only direct cost associated with this ordinance.			
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			

ORDINANCE NO. C-XXXXX

An ordinance titled “Immigration Enforcement Free Zones”, establishing protections to promote trust and safety by ensuring city owned property is not voluntarily used to support immigration enforcement activities without a judicial warrant, amending sections 12.05.005, 12.05.050 and 12.05.070 of the Spokane Municipal Code.

WHEREAS, the official motto for the City of Spokane is “In Spokane We All Belong”; and

WHEREAS, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

WHEREAS, the increase of aggressive federal immigration enforcement tactics have caused fear and trauma in our communities including schools and workplaces; and

WHEREAS, the City of Spokane values that all residents feel safe and protected on city property such as community centers, libraries and public facilities district; and

WHEREAS, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

WHEREAS, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

WHEREAS, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized”; and

WHEREAS, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who have otherwise developed sufficient connection with this country to be considered part of that community”; and

WHEREAS, in 2018 the City Council enacted Ordinance C35681, codified in Section 12.05.050 of the Spokane Municipal Code, which established provisions to restrict warrantless entry of federal immigration officials onto City property and revised in 2025 with the “Safe and Welcome in Spokane” ordinance; and

WHEREAS, Ordinance C35681 did not extend to use of public property for staging;
and

WHEREAS, the City Council wishes to expand the definition of “city property” as it relates to immigration enforcement;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.005 Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.
- C. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. “Basic City Facility” or “Basic City Facilities” means public safety facilities, including fire and police stations; City-owned water reservoirs and other utility facilities; city-owned and city-funded facilities providing emergency shelter or transitional housing; and community centers. For purposes of this chapter, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.
- E. “City-funded” facility with respect to an individual facility means a facility receiving \$50,000 in the aggregate in any calendar year from the City, directly or indirectly, including but not limited to the general fund expenditures, special revenue or tax funds, and grants, and including any funds for which the city is a fiscal or pass-thru agent. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- F. “City Property” is expanded to include any or city-owned or city-controlled property. Property means any real or personal property, land, building, facility, structure, equipment, or space owned, leased, operated, or controlled by the City of Spokane.
- G. “Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency

shelter facilities may include day and warming centers that do not provide overnight accommodations. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.

- H. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
 - a. Civil immigration detention;
 - b. Removal proceedings; and
 - c. Removal from the United States
- I. Good neighbor agreement” means a supplemental written agreement as part of a City contract with a provider or operator to foster communication and collaboration among parties associated with the emergency shelter or transitional housing facility, which contains the following framework:
 - 1. Establishment of a good neighbor communication team shall consist of the following stakeholders, each of whom commits to the requirements of the agreement:
 - A. Representative(s) of the operator of the emergency shelter or transitional housing facility; and
 - B. Representative(s) from the City’s Community, Housing, and Human Services (CHHS) Department; and
 - C. A representative from the City’s Office of Neighborhood Services;
 - 2. The good neighbor communication team may include any of the following, each of whom commits to the requirements of the good neighbor agreement and to the terms of the executed Good Neighbor Agreement as conditions to participation on the communications team:
 - a. A resident of the emergency shelter or transitional housing subject to the Good Neighbor Agreement;
 - b. The council chair or designee of the neighborhood council representing the geographic area where the facility is located;
 - c. Property owners, residents, and tenants residing or operating a business immediately adjacent to the facility;
 - d. The Spokane Police Chief or his/her designee;
 - e. A member or staff employee of the City Council;

- f. A representative from the City's Code Enforcement and Parking Division; and
 - g. A representative from the local school district if school-age children are expected to be served.
 - 3. A requirement that the communication team establish and maintain regular points of contact for communications on a seven-day, 24-hour basis, including name(s), telephone number(s), electronic mail address(es) and other means of communication to address any public health and safety issues arising from the operation of the facility.
 - 4. A designated point-of-contact ensuring a shelter availability website is updated in coordination with the Community, Housing, and Human Services (CHHS) Department.
 - 5. A commitment of the good neighbor communication team to attend, upon reasonable advance notice and request, meetings of the neighborhood council representing the geographic area where the facility is located.
 - 6. The executed agreement shall include specified remedies and methods of dispute resolution in the event there is a breach of the terms of the Good Neighbor Agreement.
- J. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- K. "Nonpublic" means any area of a City facility, property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a City employee or an employee of a tenant in a City facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
- L. "Staging area" means an area that is used to assemble, mobilize, and deploy personnel, vehicles, equipment, or materials, for any purpose arising out of or related to civil immigration enforcement operations.
- M. "Surveillance" means observing, recording, monitoring, or collecting information about individuals for civil immigration enforcement purposes, including through cameras, license plate readers, drones, or other technologies.

- N. "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. The term does not include transitional housing with fewer than twenty residents.
- O. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- P. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- Q. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- R. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That section 12.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.050 Section 12.05.050 Federal Civil Immigration Enforcement Operations on City Property

- A. It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws.
- B. For the purpose of executing federal civil immigration enforcement operations, City of Spokane employees or agents of the City of Spokane, shall not give consent to United States Immigration and Customs Enforcement, United States Customs and Border Protection, United States Citizenship and Immigration Services officers, agents, representatives to access nonpublic areas of City of Spokane owned or operated facilities, property, equipment, vehicles, nonpublic databases, or nonpublic portions of otherwise public databases absent a judicial criminal warrant specifying the information or persons sought.
- C. Unless required by a valid judicial warrant or court order, no department, employee, official, contractor, or agent of the City shall knowingly permit City-

owned or City-controlled property to be used for staging civil immigration enforcement operations; processing, interviewing, or temporarily detaining individuals for civil immigration purposes; surveillance or monitoring activities related to civil immigration enforcement; or as operations bases, coordination points, or logistical hubs for civil immigration enforcement actions.

- D. Permission to access any city facility, property, equipment, vehicles, or nonpublic database without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Mayor. Such permission must be granted for each authorized entry by a federal officer, or it is invalid under this ordinance.
- E. Any warrantless attempts or requests for access to City facilities, property, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Mayor or the designee responsible for the operation of the facility, property, vehicle, database or equipment.
- F. This chapter is enacted for the benefit of all persons and entities located in or traveling through the City of Spokane.

Section 3. That section 12.05.070 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.070 Enforcement

- A. City departments and agencies shall collaborate to identify City-owned and controlled parking lots, vacant lots, garages, buildings, and other City-owned property that could be used as a staging area, processing location, operations base, or other support for civil immigration enforcement.
- B. The City of Spokane grants the right to any aggrieved party to seek judicial relief in a court of competent jurisdiction against any party other than the City of Spokane or its employees and agents for any violation of this Chapter including municipal, state and federal rights of privacy, quiet enjoyment and travel in private business areas that are not open to the general public.
- C. City departments and agencies shall ensure that all such properties have clear signage in English and Spanish stating substantially as follows: "This property is owned and controlled by the City of Spokane. It may not be used for civil immigration enforcement, including use as a staging area, processing location, or operations base." Such signage shall also incorporate a QR code that will translate the sign into other languages.

D. Nothing in the Chapter shall be construed to prevent the enforcement of municipal, county or state laws by any municipal, county or state law enforcement agencies in non-public areas.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/02/2026**Committee Agenda type:** Consent**Date Rec'd**

1/28/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #

OPR 2011-0535

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.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**

EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE ALARM

Agenda Wording

No-cost extension of OPR 2011-0535 for 1 year with Central Square (formerly Superion, LLC) for administration of SPD's false alarm program.

Summary (Background)

Central Square is the owner of CryWolf software SPD utilizes for administration of its false alarm program. Spokane Police responds to over 7,000 alarm calls annually with approximately 98% of these being false alarms but resulting in the commitment of over 8,000 department hours. This program helps toward reducing instances of false alarms as well as offsets department costs.

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		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
SPD expects to receive approximately \$440K in false alarm fees annually.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>PURCHASING</u>	
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
stephen.castle@centralsquare.com		spdfinance@spokanepolice.org	
eraleigh@spokanepolice.org			



CITY OF SPOKANE
POLICE DEPARTMENT

NO COST EXTENSION

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

This Contract Extension without additional cost is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CENTRALSQUARE TECHNOLOGIES, LLC**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a contract wherein Consultant agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the original contract including Extensions has run its Term, and an extension of contract for one (1) year with Central Square for administration of False Alarm Program is required.

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 31, 2026.

3. EXTENSION.

The contract documents are hereby extended and shall run through January 30, 2027.

4. COMPENSATION.

There is no additional cost associated with this Contract Extension, therefore, it will be considered a "no-cost Contract Extension". Please see the Payment/Revenue section of the original contract.

5. DEBARMENT AND SUSPENSION.

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

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

CENTRALSQUARE TECHNOLOGIES, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A - Certificate of Debarment

26-028

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



< Business Lookup

License Information:

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

Entity name: SUPERION, LLC

Business name: SUPERION, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-099-158

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585

Mailing address: 1000 BUSINESS CENTER DR
LAKE MARY FL 32746-5585



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

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

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	060669			Active		Apr-11-2017
Bremerton General Business - Non-Resident	32499			Active	Mar-31-2026	Feb-01-2017
Issaquah General Business - Non-Resident				Active	Mar-31-2026	Apr-11-2017
Lacey General Business - Non-Resident	29229			Active	Mar-31-2026	Apr-11-2017
Marysville General Business - Non-Resident	3831RET617			Active	Mar-31-2026	Apr-11-2017
Mercer Island General Business - Non-Resident	180057			Active	Mar-31-2026	Oct-09-2019
Olympia General Business - Non-Resident	33311			Active	Mar-31-2026	Apr-11-2017

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Poulsbo General Business - Non-Resident				Active	Mar-31-2026	Apr-11-2017
Sammamish General Business - Non-Resident				Active	Mar-31-2026	Apr-11-2017
Spokane General Business - Non-Resident				Active	Mar-31-2026	May-11-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CENTRALSQUARE TECHNOLOGIES, LLC	
ZOLET, DAVID	

The Business Lookup information is updated nightly. Search date and time:
12/16/2025 11:35:24 AM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2025

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

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-8/31-10m-25-26	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Co. 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company Of America 25674 INSURER D: Travelers Casualty And Surety Company 19038 INSURER E: AIG Specialty Insurance Company 26883 INSURER F: Indian Harbor Insurance Co. 36940
INSURED CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	NAIC #

COVERAGES **CERTIFICATE NUMBER:** ATL-005306889-17 **REVISION NUMBER:** 4

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 SUBR INSD 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 <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	H-660-6S758660-COF-25	08/31/2025	08/31/2026	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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	BA-6S783539-25-I3-G	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	CUP-6S801390-25-I3	08/31/2025	08/31/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	UB-6S783668-25-I3-G	08/31/2025	08/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber		01-232-82-99	08/31/2025	08/31/2026	SIR: \$1,000,000 Limit: 5,000,000
F	Excess E&O/Cyber		MTE9043949 04	08/31/2025	08/31/2026	xs \$5,000,000 5MM XS \$5MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers, officials and employees are included as additional insureds with respect to liability arising out of the operations and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier.

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 of Marsh USA LLC <i>John Whittle</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED CentralSquare Technologies, LLC Superion, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SHORT TERM HIRED AUTO – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SCHEDULE

Additional Insured (Lessor):

Any lessor of a "leased auto" under a leasing or rental agreement of less than 6 months.

Designation Or Description Of "Leased Autos":

Any "leased auto" under a leasing or rental agreement of less than 6 months.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow for **Covered Autos Liability Coverage**.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor of such "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor,

operating a "leased auto" with the permission of any of the above.

3. Coverage for any "leased auto" described in the Schedule applies until the end of the policy period shown in the Declarations or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor, if your policy includes **Hired Auto Physical Damage Coverage**, for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. The lessor is not liable for payment of your premiums.

D. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 A1 (00)**

POLICY NUMBER: DB-68783668-25-I3-G

NOTICE OF CANCELATION

Colorado Revised Statute 8-44-110 requires all insurance carriers to give a 30 day notice of cancellation, except in the case of: Fraud; Material Misrepresentation; Nonpayment of Premium; Other reasons approved by the Commissioner of Insurance.