

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 15, 2018

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@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.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA**

- | | | | |
|----|---|------------------------------------|------------------------------|
| 1. | Purchase without contract with Kelvion, Inc. (Catoosa, OK) for three component cooling water cells for replacement in the Waste to Energy Facility's Component Cooling Water System—\$366,844.80.
David Paine | Approve | OPR 2018-0638
BID 4477-18 |
| 2. | Contract with Epic Land Solutions for right-of-way acquisition services of projects that are not federally funded—\$250,000.
Dave Steele | Approve | OPR 2015-0749 |
| 3. | Grant from the Washington Traffic Safety Commission to assist DUI Court participants with the cost of random urinalysis testing—\$51,000.
Howard Delaney | Approve | OPR 2018-0639 |
| 4. | Amendment to Special Counsel Contract with John Stewart and the firm Stewart, Sokol, and Larkin, LLC in regard to the Frank Straub v. City of Spokane matter—increase of \$15,000. Total contract amount: \$83,700.
Mike Ormsby | Approve | OPR 2016-0363 |
| 5. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their | | CPR 2018-0002 |

respective boards. Warrants excluding Parks and Library total \$_____.

b. Payroll claims of previously approved CPR 2018-0003
obligations through _____, 2018:
\$_____.

6. City Council Meeting Minutes: _____, 2018. Approve CPR 2018-0013
All

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

Spokane Human Rights Commission: One
Re-appointment

Confirm

CPR 1991-0068

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0084 Permitting the use of unmanned aerial systems by the Spokane Police Department to safely and efficiently record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications. (Deferred from October 1, 2018, Agenda.)

Council Member Kinnear

FIRST READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35681 Relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code.

Council Member Beggs

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for October 15, 2018
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The October 15, 2018, Regular Legislative Session of the City Council is adjourned to October 22, 2018.

NOTES

**Agenda Sheet for City Council Meeting of:**

10/15/2018

<u>Date Rec'd</u>	9/25/2018
<u>Clerk's File #</u>	OPR 2018-0638
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	BID #4477-18
Agenda Item Type	Purchase w/o Contract	Requisition #	19034
Agenda Item Name	4490 PURCHASE OF COMPONENT COOLING WATER CELLS FOR WTE FACILITY		

Agenda Wording

Purchase of Three (3) Component Cooling Water Cells for replacement in WTE Facility's Component Cooling Water System, for a total cost of \$336,844.80

Summary (Background)

The Component Cooling Water Systems is integral to the overall operations of the WTE Facility. Three (3) Component Cooling Water Cells, that that are 27 years old, need to be replaced. The City issued RFB# 4477-18. Kelvion, Inc., 5202 W. Channel Rd, Catoosa, OK 74015, was determined to be the lowest, responsive and responsible bidder, of the two bids received. The total purchase cost of \$336,844.80 is inclusive of taxes.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 336,844.80	2019	# 4490-44100-94000-56401
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	CONKLIN, CHUCK	<u>Other</u>	PSCH 10/1/2018
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		rcopell@spokanecity.org	
		dpaine@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Purchase of Component Cooling Water Cells for the WTE Facility.
Date:	October 1, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure – Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for purchase; without which the WTE would not be able to continue uninterrupted operations.
Background/History: Purchase of Three (3) Component Cooling Water Cells to replace the three (3) current cells, which are approximately 27 years old, the cells are part of WTE Facility's Component Cooling Water System. The City issued RFB #4477-18, Kelvion, Inc., 5202 W. Channel Rd, Catoosa, OK 74014, was determined to be the lowest, responsive and responsible bidder; two bids were received. The purchase cost of is \$336,844.80, inclusive of taxes.	
Executive Summary: <ul style="list-style-type: none"> Procurement of Three (3) Component Cooling Water Cells Delivery First Quarter 2019 Total cost \$336,844; which includes taxes Procurement would allow for continued uninterrupted operation of the WTE Facility 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

THREE (3) COMPONENT COOLING WATER CELLS
BID #4477-18 OPEN: 9/17/18

	KELVION, INC 5202 W Channel Rd Catoosa, OK 74015 Ben Myers (918) 266-3060 Ben.myers@kelvion.com	Thermal Engineering Int'l 10375 Slusher Drive Santa Fe Springs CA 90670 Michael Arnold (323) 838-1124 marnold@thermalengint.com
3 ea Component Cooling Water Cells	\$239,800.00	\$304,875.00
FREIGHT	\$69,800.00	
8.8% Sales Tax	\$27,244.80 (use tax)	\$26829.00
TOTAL	\$336,844.80	\$331,704.00
Credit Card	Yes	
Delivery	20-22 weeks after approval of drawings (Not Jan 1-4 as indicated on bid)	If PO issued by 10/1/18 cells will be delivered 34-36 weeks FRO
Additional Items	No	
Exceptions:	Revised Fin type	Bid only good for two (2) weeks
	11 Fin per inch = +\$12,900 Also quoting Freight at \$69,800 even though bid said freight is responsibility of winning vendor Also terms require payments at different phases of creation	Also terms require payments at different phase of creation, with 15% due upon placement of order

The Request for bid was e-mailed to 25 companies and union shops, with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

**Agenda Sheet for City Council Meeting of:**

10/15/2018

<u>Date Rec'd</u>	9/25/2018
<u>Clerk's File #</u>	OPR 2015-0749
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	2015198
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	VARIABLE
Agenda Item Name	5900 - RIGHT-OF-WAY ACQUISITION & RELOCATION SERVICES - NON-FEDERAL		

Agenda Wording

Contract with Epic Land Solutions for right-of-way (ROW) acquisition services of projects that are not federally funded.

Summary (Background)

The City of Spokane often has a need of ROW acquisition and or relocation services for projects. Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over a the next three to five years

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 250,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u> F&A 5/15/18
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	RICHMAN, JAMES	eraea@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	dstele@spokanecity.org
Additional Approvals		publicworksaccounting
<u>Purchasing</u>		mdoval@spokanecity.org
<u>GRANTS &</u>	BROWN, SKYLER	

Briefing Paper

Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	Non-Federal Funded Right of Way Acquisition Services
Date:	10/1/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New Contract for non-federal funded right of way acquisition services.

Background/History:

The City of Spokane often has need of Right of Way acquisition and or relocation services. Typically, these services are needed on a project by project basis and are related to locally funded projects such as street safety projects, street capacity improvement projects, upcoming stormwater projects, etc.

Funding for these contracts is directly tied to current projects and will be assigned on a project by project basis as individual task assignments. These projects are scoped and funded to include the cost of ROW acquisition and relocation services as needed. These projects are typically time sensitive and require consultants that are certified by WSDOT to complete this type of work. The completion of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years. This contract with Epic Land Solutions provides these services for the next 3 years (plus 2 one year extensions) with a total not to exceed contract amount of \$250,000 over the term of the contract and completes this round of new contracts.

Executive Summary:

Contract for right of way acquisition services on projects that are locally funded, but still have to meet WSDOT rules for property acquisition.

Budget Impact:

Approved in current year budget? **XX** Yes No

Annual/Reoccurring expenditure? **XX** Yes No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? **XX** Yes No

Requires change in current operations/policy? Yes **XX** No

Specify changes required:

Known challenges/barriers:



City of Spokane

CONSULTANT AGREEMENT

**Title: RIGHT OF WAY ACQUISITION AND
RELOCATION SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EPIC LAND SOLUTIONS, INC.**, a California corporation, with an office whose address is 111 West North River Drive, Suite 201, Spokane, Washington, 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **NON-FEDERAL RIGHT OF WAY ACQUISITION SERVICES** to the City; and*

WHEREAS, the Consultant was selected through a Request for Proposal No 4436-18.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 28, 2018, and ends on March 27, 2021, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in RFP 4436-18, attached as Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, unless modified by a written amendment to this Agreement.

5. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Asset Management Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for

mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Asset Management Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	For Deliverable Materials: EPIC LAND SOLUTIONS, INC. 111 West North River Drive, Suite 201 Spokane, WA 99201

	For Notices: EPIC LAND SOLUTIONS, INC. 2601 Airport Drive, Suite 115 Torrance, CA 90505 Attn: Holly Rockwell, President contract@epicland.com
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10. SOCIAL EQUITY REQUIREMENTS.

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

11. INDEMNIFICATION.

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

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. 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.

14. AUDIT.

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

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over

the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

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

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the

Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

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

20. ERRORS AND OMISSIONS, CORRECTIONS.

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

21. INTELLECTUAL PROPERTY RIGHTS.

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

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records) or that there are apparent exemptions or redactions that Consultant could assert. In the latter case, Consultant will be notified of the request and pending release of records and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.


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

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

EPIC LAND SOLUTIONS, INC.

CITY OF SPOKANE

By  9/20/18
Signature Date

By _____
Signature Date

Holly Rockwell

Type or Print Name

President

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – RFP/General Scope of Work
Exhibit B – Debarment Certificate

18-048

EXHIBIT A

DAVID A. CONDON
MAYOR



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

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #4436-18

DESCRIPTION: RIGHT OF WAY ACQUISITION AND RELOCATION SERVICES

DUE DATE: MONDAY, FEBRUARY 5, 2018
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Asset Management Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide work, right-of-way appraisal, environmental, acquisition, and relocation services for various projects.

The work to be performed by the Firm will consist of various projects, yet to be determined, on an on-call basis. Estimated individual project fees are expected to range from \$5,000 to \$100,000 and shall be established for each project through the use of task assignments.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington and shall be certified by WSDOT to perform ROW acquisition services for FHWA projects. The Firm must have minimum of 3 years' experience in providing title work, right-of-way appraisal, environmental, acquisition, and relocation services for State and Federally funded projects.

1.3 FUNDING

The City has budgeted an amount not to exceed \$250,000.00 over the three year life of the agreement.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

No grant funding will be used to pay for services provided under any contract resulting from this Request for Proposals.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about March 1, 2018, and ending February 29, 2021.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The Firm shall be prepared to provide right-of-way acquisition and relocation services including but not limited to securing and providing on an as needed basis:

- Property Title Information
- Phase I Environmental Reports
- Appraisals by WSDOT approved appraisers
- Review of appraisals by WSDOT approved appraisers

Because the City of Spokane regularly utilizes State and/or Federal funds for projects, all property acquired will be acquired per State and Federal acquisition rules and requirements to ensure City of Spokane compliance. Property acquired under this contract, although not currently utilizing grant dollars may be used as ROW for future City of Spokane projects that utilize State and/or Federal dollars such as:

- State or Federally funded street and bridge projects
- State or Federally funded stormwater projects

Any Firm selected shall be responsible for following all processes and completing all documentation required to achieve future certification by WSDOT and/or FHWA and answering any questions or concerns regarding files, processes, or procedures when delivered.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Dave Steele
Address	808 West Spokane Falls Boulevard, Spokane, WA 99201
Phone Number	509-625-6064
E-Mail Address	dsteale@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	January 22, 2018
Question and answer period	January 22 – January 29, 2018
Last date for RFP questions requiring an Addendum	January 29, 2018
Proposals due	February 5, 2018
Evaluate Proposals	Early February, 2018
Announce "Apparent Successful Firm" and send notification via fax or e-mail to unsuccessful Proposers	Mid-February, 2018
Negotiate contract	Mid-February, 2018
City Council approval of contract	Late February, 2018
Begin contract work	March, 2018

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"
 "RFP #4436-18 RIGHT OF WAY ACQUISITION AND RELOCATION SERVICES"
 "DUE: MONDAY, FEBRUARY 5, 2018 – 1:00 P.M."
 YOUR COMPANY NAME

B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, one (1) paper copy and one (1) reproducible electronic copy (thumb drive or CD) of the Proposal to:

City of Spokane – Purchasing
 4th Floor – City Hall
 808 West Spokane Falls Boulevard
 Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email.

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 PM local time on Monday, February 5, 2018.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all potential known proposers in receipt of the RFP. For this purpose, the published questions and answers from the Pre-Proposal Conference and any other pertinent information shall be provided as an addendum to the RFP.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas:
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all hourly costs including all billable expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35%	70 points
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Project Approach/Methodology	15 Points (Maximum)
Quality of Work Plan	35 Points (Maximum)
Project Schedule	10 Points (Maximum)
Project Deliverables	10 Points (Maximum)

Management Proposal - 30%	60 points
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Project Team Structure/ Internal Controls	15 Points (Maximum)
Staff Qualifications/Experience	15 Points (Maximum)
Experience of the Firm	30 Points (Maximum)

Cost Proposal – 35%	70 Points (Maximum)	70 points
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GRAND TOTAL FOR WRITTEN PROPOSAL	200 POINTS
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5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. Unsuccessful proposers will not automatically be notified of Proposal results.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.7 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.8 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

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

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

EXHIBIT B

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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Epic Land Solutions, Inc.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>Holly Rockwell</u> Name of Certifying Official (Type or Print)	 Signature
<u>President</u> Title of Certifying Official (Type or Print)	<u>9/19/2018</u> Date (Type or Print)



EPICLAN-01

AUSTINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2018

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Dana Schwartz	
	PHONE (A/C, No, Ext): (619) 574-6223 50203	FAX (A/C, No): (619) 574-6288
	E-MAIL ADDRESS: Dana.Schwartz@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Transportation Insurance Company	
INSURED Epic Land Solutions, Inc. 2601 Airport Drive Suite 115 Torrance, CA 90505	NAIC # 20508	
	INSURER C : Underwriters at Lloyd's London (KY)	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031022253	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 HNOA \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Co. Owned Autos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4031022253	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6014253989	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 5 94617867	10/01/2018	10/01/2019	<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
C	Prof Liab/Cls Made			PGIARK06632-02	10/01/2018	10/01/2019	Per Claim 3,000,000
C	Ded.: \$25K Per Claim			PGIARK06632-02	10/01/2018	10/01/2019	Aggregate 4,000,000

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

Re: All Operations

City of Spokane, its officers and employees are Additional Insureds with respect to General Liability per the attached endorsement as required by written contract.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

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



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

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

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

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

5002000954024 2070983219





EPICLAN-01

AUSTINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2018

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Dana Schwartz		
	PHONE (A/C, No, Ext): (619) 574-6223 50203	FAX (A/C, No): (619) 574-6288	
	E-MAIL ADDRESS: Dana.Schwartz@ioausa.com		
INSURED Epic Land Solutions, Inc. 2601 Airport Drive Suite 115 Torrance, CA 90505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company		20508
	INSURER B : Transportation Insurance Company		20494
	INSURER C : Underwriters at Lloyd's London (KY)		32727
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4031022253	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Co. Owned Autos <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4031022253	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			6014253989	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 5 94617867	10/01/2018	10/01/2019	<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
C	Prof Liab/Cls Made			PGIARK06632-02	10/01/2018	10/01/2019	Per Claim 3,000,000
C	Ded.: \$25K Per Claim			PGIARK06632-02	10/01/2018	10/01/2019	Aggregate 4,000,000

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

Re: Contract No. 15-1003 for Real Estate Right of Way Acquisition and Relocation On-Call Services

City of Spokane, its officers and employees are Additional Insureds with respect to General Liability per the attached endorsement as required by written contract.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

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

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

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

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My DOR

[My DOR Unauthenticated](#)[Business Lookup](#)[EPIC LAND SOLUTIONS, INC.](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** EPIC LAND SOLUTIONS, INC.**Business name:** EPIC LAND SOLUTIONS, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-962-697 **Business ID:** 001 **Location ID:** 0001**Location:** Open**Location address:** 111 W NORTH RIVER DR
STE 201
SPOKANE WA 99201-3209 USA**Mailing address:** 2601 AIRPORT DR
STE 115
TORRANCE CA 90505-6133 USA[View Additional Locations](#)**Excise tax account and reseller permit status:** [Open \(View\)](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business	T12116092BUS			Active	Sep-30-2019	Sep-05-2012
Spokane Valley General Business				Active	Dec-31-2018	Jan-19-2018
Yelm General Business - Non-Resident	11547			Active	Dec-31-2018	Sep-19-2018

3 Rows

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

Governing people	Title
OVERCAMP, JAMES	
ROCKWELL, HOLLY	

2 Rows

Registered Trade Names

Registered trade names	Status	First issued
EPIC LAND SOLUTIONS, INC	Active	Jul-11-2016

The Business Lookup information is updated nightly.
Search date and time: 10/1/2018 3:25:46 PM*Working together to fund Washington's future*

**Agenda Sheet for City Council Meeting of:**

10/15/2018

<u>Date Rec'd</u>	9/21/2018
<u>Clerk's File #</u>	OPR 2018-0639
<u>Renews #</u>	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	HOWARD X4450	Project #	
Contact E-Mail	HDELANEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0560 MUNICIPAL COURT INTERLOCAL REGARDING SPOKANE MUNICIPAL DUI		

Agenda Wording

Grant from the Washington Traffic Safety Commission to assist the DUI Court participants with the cost of random urinalysis testing.

Summary (Background)

The candidate grant funds will be used to assist financially challenged participants to pay for random urinalysis testing and bus passes. In addition, grant funds will pay for team travel and training expenses, purchase a portable breathalyzer testing machine, office equipment and supplies.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? TEST	

Revenue	\$ 51,000	# 1360-91205-99999-33320-99999
Expense	\$ 50,000	# 1360-91205-12500-54101-99999
Expense	\$ 1,000	# 1360-91205-12500-53101-99999
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session</u>	
<u>Division Director</u>	STAAB, TRACY	<u>Other</u>	
<u>Finance</u>	STOPHER, SALLY	Distribution List	
<u>Legal</u>	ODLE, MARI	hdelaney@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lwilliams@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		
<u>GRANTS &</u>	BROWN, SKYLER	

Briefing Paper

Public Safety Committee

Division & Department:	Spokane Municipal Court
Subject:	Spokane Municipal DUI Court Grant FFY 2019
Date:	March 7, 2018
Contact (email & phone):	Howard Delaney, hdelaney@spokanecity.org , 509-625-4450
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the 2018 Washington Traffic Safety Commission-Candidate DUI Court Grant
Strategic Initiative:	
Deadline:	April 9, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The Spokane Municipal DUI Court could receive funds from the Washington Traffic Safety Commission (WTSC) to assist DUI Court participants with the cost of random urinalysis testing. Truly random urinalysis testing will ensure our participants are clean and sober and don't pose a risk to the community and therefore reduces liability to the City of Spokane.
<p>Background/History: In September of 2017, the Washington Traffic Safety Commission (WTSC) paid for the entire Spokane Municipal DUI Court Team to attend the National Center for DWI Court Foundational Training in Duluth, MN. Our team returned to Spokane and we immediately started laying the foundation of our future DUI Court that follows the Adult Drug Court Best Practice Standards. As a team we agreed on eligibility requirements, created the participant handbook and an online referral process for attorney's to refer their clients to our DUI Court. The DUI Court uses a validated computerized assessment tool to ensure we screen for high risk/high needs DUI offenders. In January 2018, WTSC awarded our Court with a Candidate Court Grant to assist with start-up costs. The Candidate grant funds will be used to assist financially challenged participants to pay for random urinalysis testing and bus passes. In addition, grant funds will pay for team travel and training expenses, purchase a portable breathalyzer testing machine, office equipment and supplies. Our first DUI Court docket was held on February 26th. Our goal is to have no more than 30 participants per Probation Officer once in full operation. The Spokane Municipal DUI Court applied for a grant offered by WTSC for Federal Fiscal Year 2019. The grant request is in the amount of \$51,000.00 and will be used to assist financially challenged participants to pay for random urinalysis testing and to purchase 2019 day planners for our participants. If awarded, funding would start in October 1, 2018 and end on September 31, 2019.</p>	

Executive Summary:

- *Continue to partner with the Spokane Police Department and their DUI emphasis patrol officers. Officers will be directly involved with the DUI Court seeing participants from arrest to graduation. Officers will attend DUI Court staffing's, court hearings and conduct random curfew checks.*
- *New Horizons Care Center will be our primary treatment partner. Clinically trained representatives and DUI Court Team members that attend court staffing's, court hearings and trainings. New Horizons will administer evidence-based cognitive behavioral treatment for our DUI Court participants.*
- *Work closely with Absolute Drug Testing to ensure testing is truly random and provides accurate and timely results. It is best practice to randomly test DUI Court participants at least twice per week.*
- *Conduct quarterly grant reports to the Washington Traffic Safety Commission.*
- *Educate and conduct outreach to local defense attorneys, court personnel and community partners about the Spokane Municipal DUI Court.*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Municipal Court

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project 2019-AG-2852-Spokane Municipal DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

Project Summary:

The project aims to decrease the number of DUI's for the high risk/high needs repeat DUI Offender. In the past four years Spokane Municipal Court has had an average of 51 repeat DUI offenders. The Spokane Municipal Court has already seen a significant increase in DUI arrests due to Spokane Police Department (SPD) DUI enforcement officers under Project Title DUI Enforcement. In the first quarter (October-December 2017) SPD DUI Enforcement Officers made 106 DUI arrests which is already impacting our target population.

Project Goals

1. Collaborative team approach-Each department participating in this project has committed to providing a team member to support this court. The members are; Judge, Court Coordinator, Prosecutor, Public Defender, Probation Officer, Treatment Representative, Law Enforcement and Program Evaluator.
2. Alcohol and Drug testing-Testing will provide an accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable

results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.

3. Phase structure-Participants will be required to work through five phases in accordance with Adult Drug Court Best Practices.

4. Behavior change-The participants be required to complete all necessary assessments which will include a CARS assessment and an alcohol/drug assessment during pretrial. Treatment will include a cognitive behavioral change approach.

5. Community Supervision-Law Enforcement will play a key role in our Court. Law Enforcement will attend DUI Court staffing, court hearings, curfew checks and random home visits.

Project Strategies:

1. Identifying the repeat DUI offender at 1st appearance. This will be a collaborative approach by the Prosecutor and Defense Attorney's.

2. Defense attorney's will email the DUI Court referral to probation and instruct their client to contact probation to schedule a CARS assessment and complete an alcohol/drug evaluation through a state certified agency.

3. All referrals will be staffed using a collaborative team approach. If accepted, the court will schedule the participant to the next available DUI Court docket for expediency and to avoid unnecessary continuances.

4. Alcohol and Drug testing-Testing will provide an accurate, timely and comprehensive assessment of unauthorized substance use throughout participants enrollment in the DUI Court. Testing will be observed, frequent and random with accurate and reliable results. Random testing will be required for the full duration of the probation period. DUI Court participants will be required to have 24/7 alcohol monitoring bracelets until later phases.

5. Intensive supervision through probation, court and law enforcement. The participant will be required to meet with probation on a weekly basis and attend court hearings bi-weekly. The participant will also be subject to curfew and random home visits by law enforcement.

6. Complete phase structure which is included in the attached "DUI Court Participant Handbook."

7. Substance abuse, Mental Health treatment and cognitive behavior therapy classes.

8. Incentives and sanctions-The court will use incentives on a 2 to 1 ratio with sanctions as specified in Adult Drug Court Best Practices.

9. Program evaluation-The court will work with an assigned evaluator to complete a thorough evaluation. The court will share it's data and results with Washington Traffic Safety Commission and other jurisdictions to support the Target Zero Plan.

10. Annual team training.

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description and completed date	
Review DUI Court policy and procedures	01/14/2019
Review recidivism	01/14/2019
Review violations and relapses	01/14/2019

Quarterly team retreat	01/14/2019
Bi-Annual program evaluations	06/10/2019
Graduate our first DUI Court participant	07/15/2019
End of Fiscal year 2019 team retreat	09/20/2019

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$51,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$0.00
Travel	\$0.00
Contract Services	\$50,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$1,000.00
Indirect Costs	\$0.00
TOTAL	\$51,000.00

\$1,000.00 will be used for participant operating supplies, as needed.

(Note: Project Director will let the WTSC Program Manager know what supplies are meant for purchase to ensure compliance with federal regulations.)

\$50,000.00 will be used to support sobriety through random urinalysis testing. If the participant has ability to pay for testing, those grant funds will not be used.

(Note: Project Director will follow local procurement policy for 3rd party contract services.)

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the

WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, must be received by WTSC no later than August 10, 2019. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, must be received by WTSC no later than November 15, 2019. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

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

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

- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC,

its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-

RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal

funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or

agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Hans Horstketter hhorstketter@spokanecity.org 509-622-5804	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Municipal Court

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

**Agenda Sheet for City Council Meeting of:**

10/15/2018

<u>Date Rec'd</u>	10/3/2018
<u>Clerk's File #</u>	OPR 2016-0363
<u>Renews #</u>	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CLAIMS
Agenda Item Name	0500 SPECIAL COUNSEL CONTRACT AMENDMENT		

Agenda Wording

An amendment to the Special Counsel Contract with John Stewart and the firm of Stewart Sokol & Larkin, LLC, in regard to the Frank Straub v. City of Spokane matter. Additional funds are necessary.

Summary (Background)

The City entered into contract with Stewart Sokol & Larkin, LLC. The firm agreed to provide Special Counsel services in the matter of Straub v. City of Spokane. An additional \$15,000 is requested and brings the total paid including this amendment to \$83,700.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 15,000.00		# 5800-78100-14780-54601
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	10/8/18 - first reading
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	SANDERS, THERESA	
Additional Approvals		sfaggiano@spokanecity.org
<u>Purchasing</u>		sdhansen@spokanecity.org
<u>RISK MANAGEMENT</u>	ORMSBY, MICHAEL	



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **JOHN SPENCER STEWART and the firm OF STEWART SOKOL & LARKIN LLC**, whose address is 2300 SW First Avenue, Suite 200, Portland, Oregon 97201-5047, as ("Firm").

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as SPECIAL COUNSEL providing legal services and advice to the Defendant, City of Spokane City Attorney Nancy Isserlis regarding the matter of FRANK STRAUB v. THE CITY OF SPOKANE, a municipal corporation, CITY OF SPOKANE MAYOR DAVID CONDON, CITY OF SPOKANE CITY ATTORNEY ISSERLIS, AND CITY OF SPOKANE CITY ADMINISTRATOR THERESA SANDERS; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 15, 2016 and April 19, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The new amount under the original Contract, any subsequent amendments, and this Contract Amendment is **EIGHTY THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$83,700.00)**.

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

STEWART SOKOL & LARKIN LLC

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

**Agenda Sheet for City Council Meeting of:**

10/15/2018

Date Rec'd

10/3/2018

Clerk's File #

CPR 1991-0068

Renews #

Submitting Dept

MAYOR

Cross Ref #

Contact Name/Phone

BRANDY COTE 6256774

Project #

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item Type

Boards and Commissions

Requisition #Agenda Item Name

0520 RE-APPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION

Agenda Wording

Re-appointment of John Lemus to the Spokane Human Rights Commission for a three year term, from 6/1/18 - 6/1/21.

Summary (Background)

Re-appointment of John Lemus to the Spokane Human Rights Commission for a three year term, from 6/1/18 - 6/1/21.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

COTE, BRANDY

kburke@spokanecity.org

Additional ApprovalsPurchasing

**Agenda Sheet for City Council Meeting of:**

10/01/2018

<u>Date Rec'd</u>	9/19/2018
<u>Clerk's File #</u>	RES 2018-0084
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION AUTHORIZING POLICE USE OF UNMANNED AERIAL		

Agenda Wording

A resolution permitting the use of unmanned aerial systems ("UAS") by the Spokane Police Department to record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications.

Summary (Background)

Pursuant to chapter 18.04, SMC, the use of city dollars for surveillance equipment requires City Council approval. This resolution would authorize the Spokane Police Department to operate UAS's (otherwise known as drones) in certain specific situations in which physical access to a site is difficult or dangerous.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals				Council Notifications	
<u>Dept Head</u>		MCCLATCHEY, BRIAN		<u>Study Session</u>	PSCH, 9/10/2018
<u>Division Director</u>				<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM		Distribution List	
<u>Legal</u>		DALTON, PAT			
<u>For the Mayor</u>		SANDERS, THERESA			
Additional Approvals					
<u>Purchasing</u>					
<u>CITY COUNCIL</u>		MCDANIEL, ADAM			

RESOLUTION 2018-0084

A resolution permitting the use of unmanned aerial systems by the Spokane Police Department to safely and efficiently record and document crime scenes, search for missing people, locate reported campsites, and for officer safety tactical applications.

Whereas, the Spokane Police Department is responsible for providing public safety services to the community and is dedicated to implementing methods to increase the safety and efficiency of these operations; and

Whereas, the Spokane Police Department responds to incidents that may involve danger to the community and responding officers and that this risk could be mitigated by the appropriate use of unmanned aerial systems; and

Whereas, the Spokane Police Department emphasizes the use of time, distance, and cover by officers to decrease the likelihood of injury or use of force and a UAS can help to accomplish this objective; and

Whereas, searches for missing children and vulnerable adults can be very personnel intensive and also involve a level of urgency until resolved; and

Whereas, reports of missing people, including children and vulnerable adults, are investigated by the Spokane Police Department and UAS provide an aerial vantage point with night vision capability during hours of darkness to speed the locating of these individuals; and

Whereas, the Spokane Police Department is tasked with responding to reported campsites in prohibited areas that are remote and difficult to locate and access. UAS support would save considerable staff time and make the approach safer for officers.

Whereas, only FAA certified members of the SPD authorized by the appropriate department authority will operate a UAS; and

Whereas, the SPD will operate any UAS in compliance with SMC Chapter 18.04, Department Policy, and FAA regulations; and

Whereas, a search warrant will be obtained prior to any flight that requires one and when no lawful exception to the warrant requirement exists.

NOW, THEREFORE, be it Resolved that the Spokane Police Department is authorized to use Unmanned Aircraft Systems to assist in crime scene investigation, the search for missing people, locating reported campsites, and for officer safety tactical operations as long as any overflight surveillance of private property is authorized by express consent of the property owner or tenant, pursuant to a judicial warrant, or a recognized exception to the warrant requirement under the federal and state constitutions.

ADOPTED by the City Council this _____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Police
Subject:	Authorization for the use of Unmanned Aircraft to support safe and efficient police operations
Date:	August 18, 2018
Contact (email & phone):	Justin Lundgren, jclundgren@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	PSCH
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The authorized use of Unmanned Aircraft Systems is in support of the City of Spokane's Strategic Plan Safe and Healthy initiative.
Strategic Initiative:	Safe and Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	The authorization for utilizing UAV technology to increase operational safety and efficiency to aid in crime scene photography and mapping, searching for missing people, searching for fleeing criminal suspects, locating reported camping sites, and providing a safe observation capability during tactical situations.

Background/History:

The Spokane Police Department is responsible to provide a wide variety of public safety services to the Spokane community. At times, officers respond to situations that are dangerous for the public and personnel, emergent in nature, and/or disruptive to vehicular and pedestrian traffic. Utilizing UAS technology to support operations is a relatively inexpensive way to accelerate service delivery, photograph and record crime scene information, and increase the level of safety to officers and the public.

The use of UAS technology by law enforcement agencies for these purposes has grown extensively over the last few years with an increasing number of law enforcement agencies employing a UAS program. The Spokane County Sheriff's Office acquired two UAS systems within the last month as a part of their regional Air Support Unit (ASU). The SPD is currently a member of the regional ASU with two officers serving as Tactical Flight Officers in support of the helicopter program. The new ASU drones are equipped with forward-looking infrared (FLIR) capability allowing the operator to find people during low-light operations. Additionally, the SCSO has purchased PIX4D mapping software capable of documenting collision and crime scenes from the air. The UAS's and software were purchased by the SCSO using grant funding to support regional public safety. Undersheriff Ellis has offered the use of these tools by our agency without cost, upon approval.

The UAS will be operated by only approved department members. All operators will be certified through an FAA-approved course before operating and will be required to complete and maintain a flight log for all operational usage. SPD operators will maintain their certifications and recertify at the necessary two-year interval. Only those with a current certification will be permitted to operate a UAS.

The SPD will deploy this technology to employ a safer and more efficient response to the following types of incidents:

Crime Scene Investigation: Record, photograph, and/or map aerial crime scenes in the course of a criminal investigation. A UAS can record an outdoor crime scene more quickly than other current methods. The PIX4D software allows for the mapping of a collision scene in approximately 20 minutes. This will reduce the length of road closures during the investigation of serious motor vehicle collisions.

Missing People: Conduct aerial searches for missing people, when beneficial. Factors such as terrain, drowning risk, cognitive level of the missing person, level of darkness, and other relevant factors will help to determine the need for an aerial search.

Locating Reported Camping sites: The SPD is responsible for responding to reported campsites in areas where camping is prohibited. These locations are often remote and difficult to locate from the ground. Officers spend a considerable amount of time hiking in and searching for campsites that are commonly concealed by terrain features and foliage. The use of a UAV to locate these campsites will save considerable staff time and make the process safer for officers.

Officer Safety Tactical Operations: Deployment in an effort to protect officers from unnecessary exposure to danger and minimize the risk of injury to bystanders, officers and suspects, and enhance the likelihood of bringing peaceful resolutions to potentially deadly incidents. Use of the UAS for these safety purposes should be limited to incidents involving suspects believed to be armed, situations with a heightened possibility of violent resistance, or those who demonstrate an emotional or mental state indicating they are a threat to themselves or others. Examples of these types of incidents include, but are not limited to, armed barricaded suspects, armed suicidal suspects, high risk search warrants, high risk violent offender apprehension, hostage situations, and incidents involving suspected explosives or improvised explosive devices.

Prohibited Uses: Use of a UAS to conduct random surveillance activities or to conduct any type of personal business will be strictly prohibited.

All UAS deployments will be at the direction of and with the prior approval of the Shift Commander or another department member of the rank of Lieutenant or higher.

Executive Summary:

- *Provide details in bullet format*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:

**Agenda Sheet for City Council Meeting of:**

10/15/2018

Date Rec'd

10/3/2018

Clerk's File #

ORD C35681

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BREEAN 6256269

Cross Ref #Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 FEDERAL CIVIL IMMIGRATION ENFORCEMENT ON CITY PROPERTY

Agenda Wording

AN ORDINANCE relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code.

Summary (Background)

This ordinance states the intention of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all persons under the U.S. Constitution in accordance with all state and federal laws. It requires that City of Spokane employees and agents of the City of Spokane require a judicial warrant (per 8 C.F.R. § 287.8(f)(2)) prior to any agency or individual conducting federal civil immigration enforcement operations in non-public/restricted areas of City of Spokane property.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Safety - 10/1

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

mormsby@spokanecity.org

For the Mayor

SANDERS, THERESA

bbeggs@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing

amcdaniel@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance establishes the Mayor as the only official that can grant access/consent to an agency or individual for the purposes of conducting federal civil immigration enforcement operations in non-public/restricted areas of the City of Spokane property. This ordinance also establishes the authority of the Spokane City Council to designate portions of City of Spokane property as non-public/restricted areas for purposes of employee and resident safety, inaccessibility, security of City of Spokane assets, and for the implementation of Chapter 12.05 (General City Property).

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Ordinance No. C35681

AN ORDINANCE relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code.

WHEREAS, the Fourth Amendment to 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, the Tenth Amendment to the United States Constitution provides that the powers that are not delegated expressly or by implication to the United States, or prohibited to the States, are reserved to the States, respectively, or to the people, and has been interpreted by the United States Supreme Court to preclude the Federal government from compelling or commandeering any State or local government, either directly or by the use of coercive threats to withhold federal funding, to adopt federal programs or enforce federal laws, including immigration laws; and

WHEREAS, 8 C.F.R. § 287.8(f)(2) states: *“An immigration officer may not enter into the non-public areas of a business, a residence including the curtilage of such residence, or a farm or other outdoor agricultural operation, except as provided in section 287(a)(3) of the Act, for the purpose of questioning the occupants or employees concerning their right to be or remain in the United States unless the officer has either a warrant or the consent of the owner or other person in control of the site to be inspected. When consent to enter is given, the immigration officer must note on the officer's report that consent was given and, if possible, by whom consent was given. If the immigration officer is denied access to conduct a site inspection, a warrant may be obtained”*; and

WHEREAS, the Washington State Office of the Attorney General's Guidance Concerning Immigration Enforcement states: *“Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas”*; and

WHEREAS, RCW 35.22.280 reads: *“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, Section 3 of the Spokane City Charter states: *“the City shall have perpetual succession; shall have and exercise all powers, functions, rights, and*

privileges now or hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities, and limitations now or hereafter imposed upon, municipal corporations of the first class, by the constitution and laws of the State of Washington; and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree”; and

WHEREAS, Spokane’s Comprehensive Plan Capital Facilities and Utilities Chapter calls for Joint Use of Public Sites to encourage maximum flexibility, utility, and multiple-uses as cost-effective opportunities to single-use buildings and sites; and

WHEREAS, Spokane Municipal Code 18.01.020B states: *“It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations”*; and

WHEREAS, Spokane Municipal Code 18.07.010 states *“the Spokane Police Department, its officers, employees, and all officers commissioned under the Spokane Police Department are prohibited from engaging in profiling as defined as relying on “actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual’s behavior or other information or circumstances that links a person or persons to suspected unlawful activity”*; and

WHEREAS, Spokane Municipal Code 18.07.020 states *“Unless required by law or court order, no officer, agent, or employee of the City of Spokane shall inquire into the immigration or citizenship status of any person, or engage in activities designed to ascertain the immigration status of any person”*; and

WHEREAS, Spokane Police Department Policy 428.1 states: *“Officers shall not contact, question, delay, detain or arrest an individual because s/he is suspected of violating immigration laws. Officers should not attempt to determine the immigration status of crime victims and witnesses or take enforcement action against them due to that immigration status. Undocumented presence, in and of itself, is not a criminal violation”*; and

WHEREAS, Spokane Police Department Policy 428.2 states: *“a request from Department of Homeland Security (DHS) does not provide legal basis to stop or detain an individual, or to prolong the detention of an individual. Officers must have an*

independent legal basis to stop or detain any individual. It is the policy of the [Spokane Police Department] that we do not ask about immigration status unless it is directly related to the crime being investigated”; and

WHEREAS, Spokane Police Department Policy 428.3.1 states: “*Unless immigration status is relevant to another criminal offense or investigation, the fact that an individual is suspected of being an undocumented alien shall not be the basis for contact, detention or arrest*”; and

WHEREAS, the City of Spokane strives to be a community of kindness, embracing all visitors no matter where they come from, how they worship, or who they love; and

WHEREAS, the City of Spokane believes that all residents and visitors are worth dignity, compassion, and respect; and

WHEREAS, this ordinance complies with the U.S. Department of Justice Office of Justice Programs local government certification requirements; and

WHEREAS, this ordinance is consistent with federal laws regarding communications between local jurisdictions and federal immigration authorities, including but not limited to United States Code Title 8, Section 1373;

Now, Therefore, the City of Spokane does ordain:

Section 1. That section 12.05.005 of chapter 12.05 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. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- C. “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:
 - 1. Civil immigration detention;
 - 2. Removal proceedings; and

3. Removal from the United States

- D. "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.
- E. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires express permission, such as a ticket for a bona fide passenger, 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.
- F. "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.
- G. "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.
- H. "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.
- I. "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 there is adopted a new section 12.05.050 to chapter 12.05 of the Spokane Municipal Code to read as follows:

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 unless otherwise required by state or federal law, City of Spokane employees or agents of the City of Spokane, shall not permit United States Immigration and

Customs Enforcement, United States Customs and Border Protection, United States Citizenship and Immigration Services officers, agents, representatives, or any other organization, agency, or individual access to 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. 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.
- D. 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.

Section 3. That there is adopted a new section 12.05.060 to chapter 12.05 of the Spokane Municipal Code to read as follows:

12.05.060 Designating Non-Public Areas of City Properties

- A. The City Council may designate by resolution areas of City facilities to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.
- B. Nothing in this section precludes the Director of Asset Management from designating areas of City facilities to be non-public or restricted areas without approval of the City Council.

Section 4. That there is adopted a new section 12.05.070 to chapter 12.05 of the Spokane Municipal Code to read as follows:

12.05.070 Severability

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

Section 5. Pursuant to section 19 of the City Charter, this ordinance shall be effective immediately upon passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety

Division & Department:	City Council
Subject:	Federal Civil Immigration Enforcement on City Property
Date:	October 1, 2018
Contact (email & phone):	509-625-6269 amcdaniel@spokanecity.org
City Council Sponsor:	Breean Beggs/Ben Stuckart
Executive Sponsor:	None
Committee(s) Impacted:	Public Safety; Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Fourth Amendment to the United States Constitution Tenth Amendment to the United States Constitution 8 C.F.R. § 287.8(f)(2) 8 U.S.C. § 1226 8 U.S.C. § 1231 8 U.S.C. § 1324 8 U.S.C. § 1357 8 U.S.C. § 1373 Article XI, Section 10 of the Washington State Constitution Executive Order 17-01 Office of the Governor, State of Washington Guidance Concerning Immigration Enforcement from the Washington State Office of the Attorney General RCW 35.22.280 – Specific Powers Enumerated RCW 35.22.195 – Powers of Cities Adopting Charters Spokane Municipal Code 18.01. – Law Against Discrimination Spokane Municipal Code 18.07.010 – Bias-Free Policing Spokane Municipal Code 18.07.020 – Immigration Status Information Spokane City Charter Section 3: Powers, Rights and Liabilities Spokane Police Policy 428 – Immigration Violations OPR 1994-0890 – Greyhound Line Lease with City of Spokane OPR 1994-0837 – Amtrak Lease with City of Spokane OPR 2017-0299 – Parking Meter Revenue Fund Lease with City of Spokane OPR 2016-0282 – Spokane Regional Transportation Management Center Lease with City of Spokane OPR 2016-0570 – Contract with Goodale & Barbieri Company for property management services at the Spokane Intermodal Facility #Spokind – City of Spokane Mayor’s Initiative
Strategic Initiative:	Our Most Vulnerable; Transportation Choices
Deadline:	Will file for final reading on October 22, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	N/A
Background/History: The City of Spokane owns the property at 221 West 1 st Avenue known as the Spokane Intermodal Facility.	



Figure 1 Photo from Wikipedia

This facility houses the Spokane Police Department's Downtown Precinct, National Railroad Passenger Corporation ([Amtrak](#)), [Greyhound Lines Inc.](#) (including Northwest Stage Lines/[Northwestern Trailways](#)), [Spokane Regional Transportation Management Center](#)¹, City of Spokane Parking Services, and other sublease holders. This city property is currently managed by the [Goodale & Barbieri Company](#). Space is currently available for lease at the facility.

Since the start of 2013, U.S. Customs and Border Patrol (CBP) agents have apprehended an estimated 200 people at the Spokane Intermodal Facility (Sokol, Protesters decry Border Patrol activity at Spokane Intermodal Center, 2018) through what the agency claims as "routine immigration check operations of *all* passengers at the terminal" (U.S. Customs and Border Protection, 2018). CBP took 34 people into custody in 2017 during immigration enforcement operations at the Spokane Intermodal Facility (Hanrahan, 2018). The federal civil immigration enforcement operations taking place at the Spokane Intermodal Facility lack judicial warrants.

A coalition of community organizations and advocates including World Relief Spokane, Hispanic, Business Professional Association, Center for Justice, Spokane NAACP, Spokane Immigrant Rights Coalition, and the ACLU of Washington have requested the City of Spokane review and enact policies that ensure people living or visiting Spokane don't have to travel in fear of interrogation by federal immigration authorities.²

Most apprehensions and detainments from the "routine immigration checks" by CBP at the Spokane Intermodal Facility take place on Greyhound buses parked on the City-owned bus platform awaiting departure from the facility. The bus platform is a restricted area of the facility. Individuals who are detained are interrogated in an "Employee Area" inaccessible to the public. CBP agents also utilize this locked area while waiting for the bus to arrive.³

¹ Spokane Regional Transportation Council (SRTC) is no longer in the Spokane Intermodal Facility. The computer control system remains in a small portion of the third floor.

² Letter to Mayor David Condon & Spokane City Council, September 21, 2018

³ David Brookbank, August 4, 2018



Figure 2 Photo by David Brookbank

The typical Seattle or west-bound Greyhound bus departs the Spokane Intermodal Facility at 8:45 a.m., 11:35 a.m., and 6:35 p.m. The first stop of the west-bound Greyhound is in Adams County followed by a stop in Grant County. Both Adams and Grant Counties have significant Hispanic populations.⁴ The typical south-bound Greyhound bus departs at 11:35 a.m. with a first stop in Pasco, a city with a majority Hispanic population.⁵ The Spokane Intermodal Facility serves as a major stop for most Greyhound buses originating in the Northwest.⁶



Figure 3 Photo by Jennyfer Mesa

⁴ Adams County 66%; Grant County 42% - OFM

⁵ 2010 United States Census

⁶ For example: A bus departing Portland Oregon will make stops in Pasco and in Spokane.

Although Greyhound has repeatedly stated that they do not support these operations by CBP (and “is not happy about them”), the company contends that they are obligated to consent to the operations until Congress or the courts clarify federal law. The American Civil Liberties Union (ACLU) disagrees with Greyhound’s position. In a letter to Greyhound in March of 2018, the ACLU wrote, “Greyhound has a Fourth Amendment right to deny CBP permission to board and search its buses without a judicial warrant.”⁷ Greyhound, in a letter to Spokane City Council President Ben Stuckart dated June 26, 2018, stated “The City of Spokane – as the owner and controller of the property – has the authority and under your reasoning the responsibility to prevent CBP from coming onto the property...”⁸

Witnesses to CBP’s warrantless civil immigration enforcement operations at the Spokane Intermodal Facility have provided conflicting accounts about the nature of these operations. According to one witness, CBP agents “only spent time questioning individuals that had darker skin or had an accent.”⁹ A local Spokane County Public Defender witnessed foreign exchange students “harassed” for not carrying identification.¹⁰ CBP immigration enforcement activities based on race or ethnicity are a clear violation of Department of Homeland Security policy.¹¹ Department of Homeland Security policy explicitly states law enforcement officers must rely on “specific and trustworthy information to make law enforcement decisions” (U.S. Customs and Border Protection, n.d.).

Although the Border Patrol activity away from the border has risen under the Trump Administration (Nixon, 2018), the actual number of apprehensions in the Spokane sector has gone down (Hanrahan, 2018). City of Spokane staff¹² learned in a meeting with CBP Spokane sector leadership on May of 2018 that CBP would be increasing their presence in Spokane by adding 30 additional agents. The increase in CBP agents in the Spokane station comes at the same time the agency is substantially reducing operational U.S. – Canada border crossing hours in Danville and Metaline Falls (Deshais, Hours to be curtailed at Danville, Metaline Falls border crossings, 2015).

The City of Spokane recently ended plans to establish an integrated social services center at the Spokane Intermodal Facility due to concerns over increased CBP presence at the facility. Members of the Spokane City Council determined that federal civil immigration enforcement operations in the facility would have a detrimental impact on the City’s ability to offer equal access to critical social services (Walters, 2018).

The inability to utilize the Spokane Intermodal Facility for critical city services is leading to a significant financial impact for taxpayers. The City is currently looking to lease a property for the integrated service center at an estimated annual cost of \$250,000 to taxpayers.¹³ Other community organizations have refused to consider leasing the facility due to these immigration enforcement operations. Community members are actively encouraging residents, particularly Latino residents, to avoid the Intermodal Center (Walters, 2018).

⁷ ACLU Letter Re: Immigration Raids on Greyhound Buses

⁸ Greyhound Letter Re: Greyhound’s compliance with Spokane’s Human Rights law, June 26, 2018

⁹ Ava Sharifi statement to Spokane City Council, March 25, 2018.

¹⁰ Letter from Christopher A. Mellon, June 3, 2018

¹¹ Secretary Napolitano Memorandum for Component Heads, April 26, 2013.

¹² Mike Ormsby (City Attorney), Dawn Kinder (Neighborhood & Business Services), Kelley Keenan (Community, Housing, & Human Services), Alex Reynolds (Integrated Social Service Project Manager), Brian McClatchey (City Council), Adam McDaniel (City Council), & Jake Fraley (City Council)

¹³ Kelly Keenan, Director of Community, Housing, & Human Services



Figure 4 Intermodal Facility access to Amtrak

Federal law requires Department of Homeland Security employees involved in immigration enforcement operations to have a warrant or consent of the building owner to enter non-public areas of facilities¹⁴.

The Spokane Intermodal Facility has several restricted areas inaccessible to the general public including the Greyhound ticket offices and bus platform, Amtrak platform, and the Spokane Police Department Downtown Precinct office. The entire third floor of the facility requires elevator keycard access. Ashley Loveless, Commercial Property Manager for Goodale & Barbieri, calls the building “a conduit for commercial enterprise (paying customers of Greyhound and Amtrak).” In fact, protestors at the Spokane Intermodal Facility were recently prohibited from using drinking fountains and bathrooms because they were not paying customers.¹⁵ Greyhound employees prohibited Spokane citizens from the Spokane Intermodal Facility for handing out information regarding the legal rights of individuals travelling by bus and train.¹⁶ This indicates that both the property manager for the Spokane Intermodal Facility, Spokane Police Department and Greyhound employees assume most of the Spokane Intermodal Facility to be a non-public area. Therefore, immigration officers require consent of the building owner (or “person in control”) or a judicial warrant to conduct federal civil immigration operations in non-public areas of the Spokane Intermodal Facility.

Executive Summary:

This ordinance:

- States the intention of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all persons under the U.S. Constitution in accordance with all state and federal laws.
- Requires that City of Spokane employees and agents of the City of Spokane require a judicial warrant (per 8 C.F.R. § 287.8(f)(2)) prior to *any* agency or individual conducting federal civil immigration enforcement operations in non-public/restricted areas of City of Spokane property.

¹⁴ 8 C.F.R. § 287.8(f)(2)

¹⁵ Email from Kevin King, August 23, 2018

¹⁶ Email from Doug Huigen, September 6, 2018; Email from Nicole Herrera, September 12, 2018; Email from Cam Zorrozuza, September 27, 2018

- Establishes the Mayor as the only official that can grant access/consent to an agency or individual for the purposes of conducting federal civil immigration enforcement operations in non-public/restricted areas of the City of Spokane property.
- Establishes the authority of the Spokane City Council to designate portions of City of Spokane property as non-public/restricted areas for purposes of employee and resident safety, inaccessibility, security of City of Spokane assets, and for the implementation of Chapter 12.05 (General City Property).

Budget Impact:

TOTAL COST: NONE

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☒ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No ☐ N/A

Requires change in current operations/policy? ☒ Yes ☐ No ☐ N/A

Specify changes required: Known challenges/barriers: None

Resources

Alexander, R. (2017, February 15). False rumor of Spokane ICE raid sparked by routine border enforcement patrols. *The Spokesman-Review*.

Betz, B. (2018, July 29). *Sanctuary cities ruling a setback for Justice Department*. Retrieved from Fox News: <http://www.foxnews.com/politics/2018/07/29/sanctuary-cities-ruling-setback-for-justice-department.html>

Constantine, D. (2017, July 26). *King County, City of Seattle to DOJ: We will follow our values*. Retrieved from King County: <https://kingcounty.gov/elected/executive/constantine/news/release/2017/July/26-DOJ-grant.aspx>

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