

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 10, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of October 10, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2497 821 1541; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, October 10, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

**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!**

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

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.

- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 17, 2022

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

ADDRESSING THE COUNCIL

- No member of the public 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 and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS**RECOMMENDATION**

Police Ombudsman Commission: One Reappointment.

Confirm CPR 2015-0034

ADMINISTRATIVE REPORT**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|---|-------------------------------------|------------------------------|
| 1. | Setting public hearing on possible revenue sources for the 2023 Budget on October 24, 2022. (Council Sponsor: Council President Beggs)
Jessica Stratton | Set Hrg.
10-24-2022 | FIN 2022-0001 |
| 2. | Setting hearings for review of the 2023 Proposed Budget beginning November 7, 2022, and continuing thereafter at the regular Council meetings through December 5, 2022. (Council Sponsor: Council President Beggs)
Jessica Stratton | Set Hrgs.
Beginning
11-7-2022 | FIN 2022-0001 |
| 3. | Setting hearing for the Citywide Capital Improvement Program 2023-2028 on November 14, 2022. (Council Sponsor: Council President Beggs)
Jessica Stratton | Set Hrg.
11-14-2022 | FIN 2022-0001 |
| 4. | Value Blanket Amendment with Hitachi Zosen Innova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2021 through June 30, 2023—\$800,000. Total Cost: \$1,400,000 (plus tax). (Council Sponsor: Council Member Kinnear)
David Paine | Approve | OPR 2021-0301
ITB 5383-21 |
| 5. | Pre-approval to Purchase four Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and three Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles for the Fire Department—\$515,000. (Council Sponsors: Council Members Kinnear & Cathcart)
Brian Schaeffer | Approve | OPR 2022-0730 |
| 6. | Contract with Integrus Architecture to conduct an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term capital facility needs—\$436,938. (Council Sponsors: Council President Beggs & Council Member Kinnear)
Brian Schaeffer | Approve | OPR 2022-0731 |

- | | | | |
|-----|---|---------------------|---------------|
| 7. | One-Year Renewal of Starplex Master Security Service Contract to provide security services at various City of Spokane locations, on an as-needed basis for various City departments—\$736,000. (Council Sponsor: Council Member Wilkerson)
Jeff Teal | Approve | OPR 2019-0961 |
| 8. | Interlocal agreement between Spokane Police Department and Spokane County Sheriff's Office for use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle. (Council Sponsors: Council Members Cathcart & Bingle)
Eric Olsen | Approve | OPR 2022-0732 |
| 9. | Report of the Mayor of pending: | Approve & Authorize | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Payments | CPR 2022-0002 |
| 10. | City Council Meeting Minutes: _____, 2022. | Approve All | CPR 2022-0013 |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- | | |
|------------|---|
| ORD C36282 | <p>General Fund</p> <p>1) Decrease the appropriation for a Senior Engineer position, including benefits, by \$127,500.</p> <p>2) Decrease the appropriation for a Public Works Lead Inspector position, including benefits, by \$120,000.</p> <p>3) Decrease the appropriation for an Engineering Tech I position, including benefits, by \$21,250.</p> <p>4) Decrease the appropriation for an Engineer in Training position, including benefits, by \$21,250.</p> |
|------------|---|

- 5) Decrease the appropriation for a Director of Engineering Services position by \$35,000.
- 6) Decrease the appropriation for a Program Professional position by \$5,000.
- 7) Increase the appropriation for vehicles by \$228,000.
- 8) Increase the appropriation for a relocation retainage payment by \$102,000.
- (A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to replace four pickup trucks and pay the last retainage bill for the Construction Management building.) (Deferred from October 3, 2022, Agenda) (Council Sponsors: Council Members Wilkerson and Kinnear)

Dan Buller

ORD C36284

Criminal Justice Assistance Fund

- 1) Increase appropriation by \$100,000.
- (A) Of the increased appropriation, \$100,000 is provided solely as a transfer-out to the Office of Performance Management department.

and

Office of Performance Management Fund

- 1) Increase revenue by \$100,000.
- (B) Of the increased revenue, \$100,000 is provided solely as a transfer-in from the Criminal Justice Assistance Fund.
- 2) Increase appropriation by \$100,000.
- (C) Of the increased appropriation, \$100,000 is provided solely for contractual services.

(This action arises from the need to provide full time senior-level project management expertise to the Community Safety Initiative.) (Deferred from October 3, 2022, Agenda) (Council Sponsors: Council President Beggs and Council Member Cathcart)

Tonya Wallace

ORD C36294

General Fund

- 1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.
- 2) Increase the appropriation for registration/schooling by \$5,000.
- 3) Increase the appropriation for professional services by \$55,000.
- 4) Increase the appropriation for advertising by \$2,200.
- 5) Increase the appropriation for office supplies by \$1,100.
- 6) Increase the appropriation for operating supplies by \$8,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030.) (Council Sponsors: Council President Beggs and Council Member Stratton)

Council President Beggs

ORD C36295

General Fund

1) Increase the appropriation in ammunition by \$200,000.

A) Of the increased appropriation, \$200,000 is to be used solely for the procurement of 2023 department ammunition.

B) This is an increase to the overall appropriation level in the General Fund and will be funded by General Fund unappropriated reserves.

(This action arising from the need to order next year ammunition now in order to avoid significant price increases.) (Council Sponsors: Council Members Bingle, Stratton & Kinnear)

Jacqui MacConnell

NO EMERGENCY ORDINANCES

NO RESOLUTIONS & FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for October 17, 2022
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

ADJOURNMENT

The October 17, 2022, Regular Legislative Session of the City Council is adjourned to October 24, 2022.

NOTES

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

10/17/2022

Date Rec'd

10/3/2022

Clerk's File #

CPR 2015-0034

Renews #**Cross Ref #****Submitting Dept**

MAYOR

Contact Name/Phone

JESSICA KIRK 5097206262

Project #**Contact E-Mail**

JKIRK@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO OFFICE OF POLICE OMBUDSMAN COMMISSION

Agenda Wording

James Wilburn, Jr. reappointment to the Office of Police Ombudsman Commission from 10/3/2022-10/3/2025.

Summary (Background)

James Wilburn, Jr. reappointment to the Office of Police Ombudsman Commission from 10/3/2022-10/3/2025.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

KIRK, JESSICA

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

jkirk@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ccoty@spokanecity.org

Additional Approvals**Purchasing**

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

10/17/2022

Date Rec'd

10/5/2022

Clerk's File #

FIN 2022-0001

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

JESSICA STRATTON 509-625-6369

Project #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

0410 - SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2023 Budget on October 24, 2022.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2023 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 7, 2022 agenda.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MURRAY, MICHELLE

Study Session\Other

F&A Committee

10/17/22

Division Director

MURRAY, MICHELLE

Council Sponsor

CP Beggs; CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	10/5/2022
Clerk's File #	FIN 2022-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA STRATTON 509-625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2023 Proposed Budget beginning Monday, November 7, 2022 and continuing thereafter at the regular Council meetings through December 5, 2022.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2023 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 7, 2022, and currently scheduled to continue each Monday through December 5, 2022. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MURRAY, MICHELLE	<u>Study Session\Other</u>	F&A Committee 10/17/22
<u>Division Director</u>	MURRAY, MICHELLE	<u>Council Sponsor</u>	CP Beggs; CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

10/17/2022

Date Rec'd

10/5/2022

Clerk's File #

FIN 2022-0001

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

JESSICA STRATTON 509-625-6369

Project #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

0410 - SET HEARING FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM 2023-2028

Agenda Wording

Set hearing for November 14, 2022, for the Citywide Capital Improvement Program 2023-2028.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2023 budget, the first year of the Capital Improvement Program reflects the 2023 budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MURRAY, MICHELLE

Study Session\OtherStudy Session 9/22/22;
Finance & Administration
10/17**Division Director**

MURRAY, MICHELLE

Council Sponsor

CP Beggs; CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	9/28/2022
Clerk's File #	OPR 2021-0301
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	ITB 5383-21
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 PURCHASE OF FEEDER AND GRATE PARTS AT THE WTE		

Agenda Wording

Amendment to the value blanket with Hitachi Zosen Innova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the WTE from Jul. 1, 2021 through Jun. 30, 2023. An additional \$800,000.00 is needed for a total cost of \$1.4M plus. tax.

Summary (Background)

The feeder and grate parts utilized at the WTE Facility as part of the incineration process are necessary to have on site for scheduled outages and in the event of a failure. Due to extremely long lead times to get these components, orders have been needing placed a year in advance. In order to have the required components on-site for the fall outage of 2023 additional funds are needed prior to renewal of the value blanket in July of 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 800,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53210-34002

#

#

#

Approvals

Dept Head AVERYT, CHRIS

Division Director FEIST, MARLENE

Finance ALBIN-MOORE, ANGELA

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other Public Safety 10/3

Council Sponsor CM Kinnear

Distribution List

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jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket amendment for the purchase of feeder and grate parts at the WTE.
Summary (Background)	<p>The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages.</p> <p>On April 5, 2021, bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket is for two years, spanning from July 1, 2021, through June 30, 2023, for a total cost of \$600,000.00 plus tax, with the option of three additional one-year renewals.</p> <p>Due to extreme market conditions, lead times to receive orders have increased exponentially. Parts that were ordered in the latter part of 2021 are only just now starting to arrive. To have parts on site when they are needed for the planned 2023 outages, orders will need to be placed as soon as possible. An additional \$800,000.00, including tax, will need added to the value blanket so that the orders can be placed now.</p>
Proposed Council Action & Date:	Consent to proceed on 9/26/22
Fiscal Impact: Total Cost: <u>\$800,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

These parts are for needed repairs to the boiler's Von Roll Grate System at the COS WTEF and support the safe and reliable operation of the COS WTEF. The repairs align with the Comprehensive Plan, Sustainable Action Plan, and the Capital Improvements Program.



Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	10/3/2022
Clerk's File #	OPR 2022-0730
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN SCHAEFFER 435-7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	1970 - PRE-APPROVAL OF 7 SMALL RESPONSE VEHICLES		

Agenda Wording

Spokane Fire Department would like to receive pre-approval to purchase (4) Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles.

Summary (Background)

Due to supply chain issues and short order-bank windows, Spokane Fire Department is requesting pre-approval to order replacement small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 515,000	<u>Budget Account</u>	# 5903-79125-94220-56404-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON, MARGARET
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCHC 10/03/2022
<u>Council Sponsor</u>	CM Kinnear/Cathcart

Distribution List

bschaeffer@spokanecity.org
kschmitt@spokanecity.org
fireaccounting@spokanecity.org
dstockdill@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of (7) Small Response Vehicles
Summary (Background)	<p>Due to short order-bank windows, SFD is requesting pre-approval for the purchase of (4) Ford F-250 or Chevy Silverado 2500, or similar, diesel, crew cab, AWD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar, diesel, AWD sport utility vehicles. These new vehicles will replace current small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units. Purchase details:</p> <ul style="list-style-type: none"> Cost --\$515,000 – Estimated cost for these (7) vehicles, including 9.1% WA State motor vehicle tax. Delivery – May/June 2023, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 10/24/2022
Fiscal Impact: Total Cost: \$515,000 estimated. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fire SIP Capital Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
These vehicles will be utilized in all areas of the City of Spokane.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.

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

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



Agenda Sheet for City Council Meeting of: 10/17/2022

<u>Date Rec'd</u>	10/3/2022
<u>Clerk's File #</u>	OPR 2022-0731
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 240280

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER 435-7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 - FIRE SITING STUDY

Agenda Wording

Contract with Integrus Architecture to conduct an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term capital facility needs.

Summary (Background)

The City of Spokane requested proposals in June, 2022 under RFP#5624-22 for a consultant to conduct not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replace and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 436,938

Select \$

Select \$

Select \$

Budget Account

1970-35160-22500-54101-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal HARRINGTON,
MARGARET

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCHC 10/03/2022

Council Sponsor Council President
Beggs/CM Kinnear

Distribution List

bschaeffer@spokanecity.org

fireaccounting@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire Department
Contact Name & Phone	Brian Schaeffer 509-625-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Council President Beggs/Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract agreement with Integrus for Fire Study
Summary (Background)	<p>This Capital Facilities Plan is intended to provide the Executive and Legislative Branches, Fire Chief, Management Team, and the citizens of Spokane and partners with a road map for the future development of SFD facilities strategically located to serve the needs of the immediate surrounding communities in Spokane County. The project includes an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term (ten-year) capital facility needs. The study will consist of not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replaced and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area. Facilities belonging to adjoining fire districts/cities will also be considered and whether their location impacts service delivery to SFD's citizens due to the implementation of two-way, automatic mutual aid agreements. In addition, to the physical evaluation of the SFD's existing facilities, the examination will also analyze development and growth patterns, traffic patterns, socio-economic data, building inventory, and other factors that impact service demand, call volume, and turnout time challenges due to station building design configurations and station locations adversely affecting service delivery times from specific current and prospective base-station locations.</p> <p>In June, 2022 RFP#5624-22 returned Integrus Architecture as the vendor of choice. Total contract cost of \$436,938 including a contingency reserve set aside.</p>
Proposed Council Action & Date:	Approval of contract Oct. 17th
Fiscal Impact: Total Cost: <u>\$436,938</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: \$400k from Real Estate Excise Tax First Quarter Percent & \$36,938 from General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The siting of Fire Stations and response capability is critical to the safety of the community. Traditionally, risk and incident volume in low-income neighborhoods or areas with vulnerable	

community members are especially at risk, requiring the most deliberate and evidence-based approach to siting facilities.

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

The consultant is using public-accessed data from the latest US Census and SFD GIS/Incident data.

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

The final product will provide the community with an evidence-based plan for capital repairs, investments, and facility locations well into the future.

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

The plan will integrate with existing Comprehensive Planning efforts and serve as an adjunct to assist future legislative action.



City of Spokane Fire Department

CONSULTANT CONTRACT

Title: **CAPITAL FACILITIES PLAN
CONSULTANT – FIRE DEPARTMENT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE**, whose address is 10 South Main Street, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the **Capital Facilities Plan Consultant – Fire Department- Fire Siting Study**, and*

WHEREAS, the Consultant was selected from RFP 5624-22.

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 November 1, 2022, and ends on October 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Proposal, and in Consultant's Response dated June 6, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$436,938.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

INTEGRUS ARCHITECTURE

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Response to RFP

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 5624-22
Bid Title Capital Facilities Plan Consultant - Fire Department
Due Date Monday, June 6, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Integrus Architecture
Submitted By Marcine Herron - Monday, June 6, 2022 10:46:57 AM [(UTC-08:00) Pacific Time (US & Canada)]
 mherron@integrusarch.com 509-838-8681

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	5	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
	6	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
DOCUMENTS TO UPLOAD:			

1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP 5624-22 - Integrus Proposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

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Experience

References + Letters

Tab 5

Cost Proposal

Proposal for

Capital Facilities Plan - Spokane Fire Department
RFP Number: 5624-22

June 6, 2022

integrus
ARCHITECTURE

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www.integrusarch.com

The planning and investigation that occurs before future funding, design and construction can have the greatest impact on cost, schedule, and ultimately the success of the built project. Our strategic approach involves comprehensive research, strategic analysis, conservative forecasting, and thoughtful design concepts to determine needs and help develop a vision for your projects. Special consideration will be given to facility modeling, conceptual design, and maintaining applicable standards such as NFPA, ADA, CFAI, possibly ISO, national mandates relative to emergency services, generally accepted best practices within the emergency services community), and any Washington State rules and standards. The list of deliverables to be provided based on the project scope of services is included below. Our detailed approach and tasks are provided in Tab 2 as requested. A detailed work plan will be developed and maintained at project commencement.

Phase 1 - Inventory & Needs Analysis

Deliverables include:

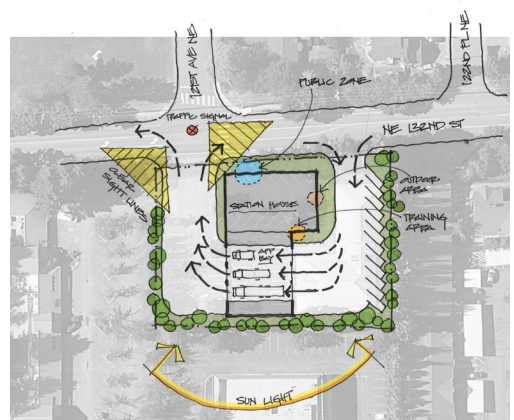
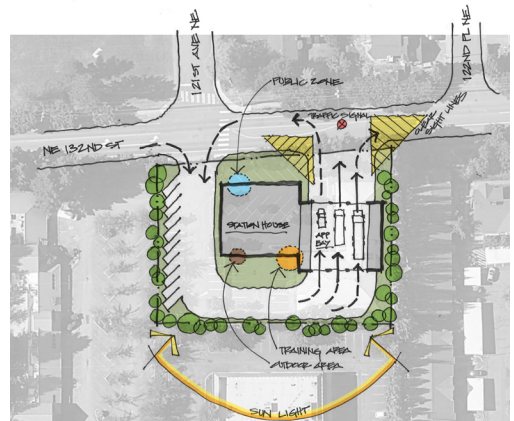
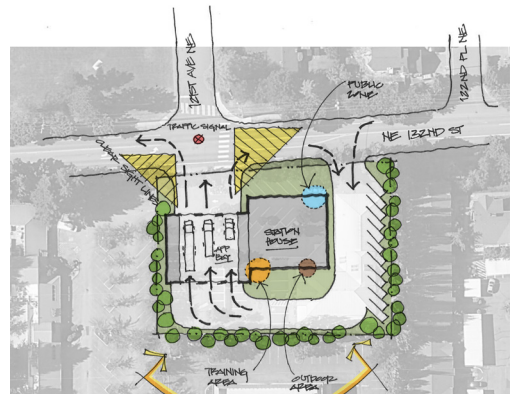
- Detailed inventory report and analysis of existing capital facilities
- Agency and stakeholder interview results

Phase 2 - Future Facility Needs Defined

- System and site drawings and coverage maps
- Migration/implementation plans and theoretical cutover plan
- Project schedule
- Itemized system costs and project budget
- Identified *Facility Needs (including construction or reconstruction)

Phase III - Final Capital Facilities Plan

- Final Plan to include:
- Recommendations and a schedule for presenting to the legislative and executive branches
 - Future Possible Bond issues, including realistic dollar amounts.
 - Recommendations for considering Fire Impact Fees or alternative funding source(s)
 - Recommendation for formal adoption process



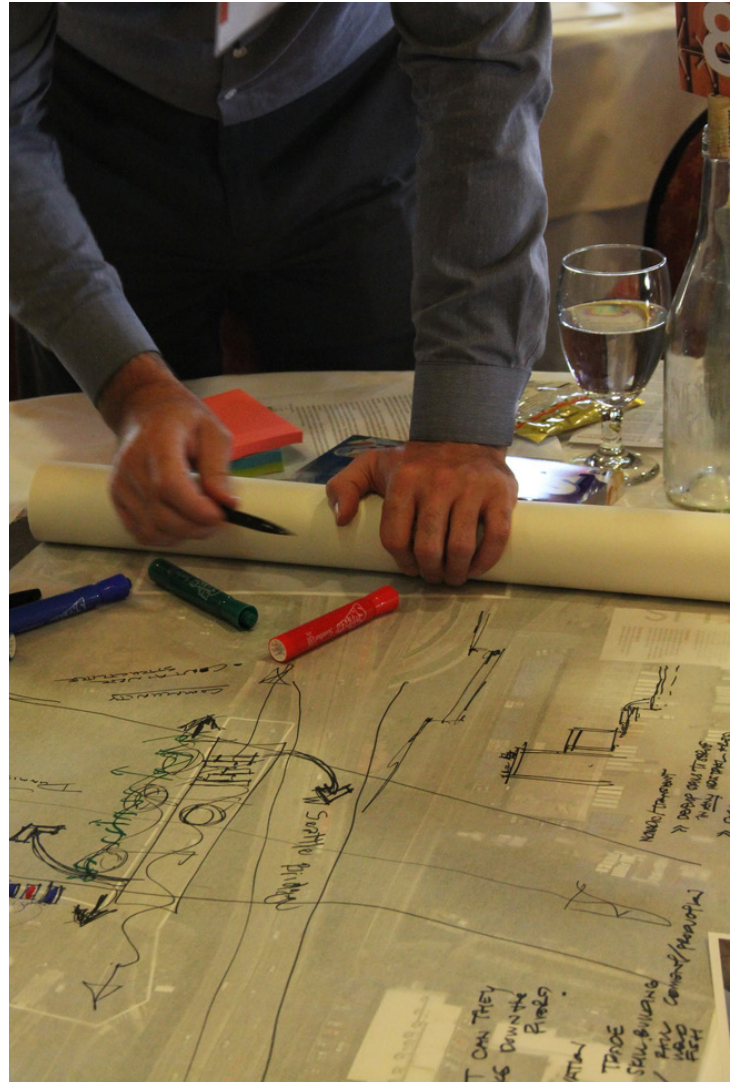
Example study concept scenarios

There is a civic, community, operational, and programmatic design thread common to facilities of this nature. Integrus - TCA will be focused on the importance of resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, we believe the planning and design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, the Integrus - TCA team focuses on delivering forward-thinking, multi-generational facilities.

Interactive Approach

From the beginning, Integrus Architecture and TCA Architecture + Planning will incorporate strong project management, collaboration/engagement and communication methodology into the process. We are not style-driven architects, but rather problem solvers. We will search for the perfect fit for the needs, desires, and vision of the Spokane Fire Department, the City of Spokane and the community. We will work with you to identify and prioritize your values, and then use our skills as designers to discover the physical and operational manifestation of those values to service your community for decades to come.

The proactive management style capitalizes on experience and a collaborative team attitude. Each stage of the project will require specific and distinct skill sets that our diverse personnel will provide. Project Manager Bob Estlund, is the day-to-day point-of-contact for organizing and disseminating all information from the start through the final report. Bob will make sure that everyone understands their responsibilities and that there is prompt follow through by both the City, the Fire Department and by members of the consulting team. He is also responsible for building the detailed work plan with stakeholder input, conducting project schedule and quality control meetings to discuss the progress and set the quality of standards for the final report.



Our proposed approach to your project and the scope of services is as follows:

Phase I - Inventory & Needs Analysis

PROJECT PREPARATION

Task: Kickoff Meeting

We will begin your project with a Kickoff Meeting with the appropriate representatives of the City and Fire Department to review the objectives and requirements of your project. Refining our implementation plan will allow us to develop a more concise schedule as we begin work on your project.

We include reviews and expectations of cost and track budgets throughout each phase. This meeting will include:

- Review planning methodology
- Inclusion planning
- Discussion of expectations, outcomes, and planning document use
- Future financing considerations
- Identify additional factors to consider
- Identification of additional resources if required

Task: Data Collection

As we gain a clearer insight of the project, we will begin the data collection process. Items which may be requested include:

- Parcel maps
- Call loads and run data
- Current and future staffing levels
- Previous community and facility studies- master planning, standard of cover, comprehensive plan, others
- Existing as-built plans by facility- hard or electronic copies
- Maintenance records and work orders by facility
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

Task: General Site Research & Analysis

After careful review and analysis of base data, and determination if a facility is in an appropriate target response area, we will begin a general analysis of each site. The depth of research will depend on if a facility is appropriately located within the broader system of facilities. This analysis will include:

- Code and zoning issues
- Property size evaluation
- Site adjacencies
- Topography review
- Utility availability
- Soil characteristics
- Environmental impacts
- Street layouts and traffic information
- Turning radius review



FACILITY ANALYSIS

Task: Existing Facilities Review

The existing facilities review will be broken down into 2 tiers:

Tier 1

This review will include a non-engineering review to determine the condition of facility, opportunities for facility renovation if needed, site relationships, and broad discussion of its functionality. Depending on the observations, reviews, and ability to accommodate change as needed, a more in-depth Tier 2 would be scheduled.

Tier 2

This deeper analysis of all viable facilities will include all engineers and supporting consultants. The intent of the analysis is to document all associated issues with the existing facility, areas needing upgrades, viability of current systems, operational concerns, historical value. This engineering-based evaluation will extensively document, what you have, areas of concern, flexibility for system expansion, and viability of the future change.

This facility analysis will include:

- Engineering based evaluations
- Structural Tier 2 Seismic Evaluation
- Areas of concern
- Flexibility for system expansion
- Viability of future change

Phase II - Future Facility Needs Defined

PROGRAMMING & CONCEPT

Task: Operations-based Programming

We propose to develop an operations-based program for conceptual planning and test-to-fit purposes concurrent with the existing facilities evaluation. This task will begin with a visioning session and subsequent programming charrette with the City and Departmental personnel, as identified in the inclusion plan. The objective of this effort is to identify the operational targets and philosophy relative to "All things Fire and EMS." Departmental culture, turnout efficiency, decontamination and cleaning, bay flexibility, living accommodations, gender neutrality, durability, and maintenance, alerting systems, seismic considerations, sustainability, maintenance issues, community rooms, etc. Core guiding principles will be documented, and component diagrams will be developed. As optimized facility sizes based on staffing, apparatus deployment, and future growth are determined, i.e. one company, two company three company facilities, these programmatic requirements will be tested against the tier 2 evaluations. This document will include:

- Staffing and apparatus projections at near, mid, and long-term benchmarks
- Description of each space, based on operations and use
- List of all spaces, with general floor areas
- Identification of functional adjacencies
- Description of community characteristics and potential concerns, challenges, or threats
- Optimized facility sizes by company

Operational philosophy has a significant impact upon all areas of a Fire Department, including:

- Deployment / Response (service delivery) strategies
- Shift schedules and rotation frequency
- Apparatus (response vehicles) needs (both type and number)
- Supervisory span of control
- Ratio of Obligated to Unobligated staff time
- Records management requirements
- Training space and funding
- Accreditation

Task: Gap Analysis

After the evaluation of what you have and how best to protect your community from a deployment, staffing, and facilities perspective, facilities will be tested against the optimized facility program and the existing tier 1 and 2 assessments to determine how viable each facility is to support current and future operations. This extensive and iterative process will evaluate and test-to-fit the optimized program by facility with the identified baseline conditions from the tier 1 and 2 evaluations. Based on the findings of this effort, an evaluation by facility will be presented by the team and discussed with the city and department. The outcome of this effort will include facility and programmatic prioritization, potential phased solutions, and parallel cost evaluations and alternatives which will inform the planning process.

This document will include:

- Station program accommodation diagrams
- Accommodation constraints based on optimized program
- High-level cost impacts of accommodation alternatives
- Correctly balancing wants, needs, and budget

We consider this process essential for planning and designing facilities that will meet the Department's long-term needs. An in-depth review and study of current and projected paid and volunteer staff, how they operate and respond as well as defining your department's unique culture.

The work products include:

- Project statement
- Identification of future needs
- Base cost analysis review
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

COST & PRIORITIZATION

Task: Conceptual Design Refinement, Scheduling, and Estimating

Following the gap analysis and test to-fit process, preferred alternatives by facility will be finalized and priced. Ultimately, financial decisions based on correctly balancing wants, needs, and budget realities will inform the planning process. For replacement facilities, new facilities and facilities which may be renovated, temporary facilities and time-based construction sequencing over a determined planning horizon will all be considered.

Work product includes:

- Finalized conceptual plans for existing, renovated, replacement, and new facilities
- Project risk by facility- land, community, site, phasing, implementation timelines, permitting, etc.
- Identification of additional testing and/or studies to tighten estimates
- Project budgets and cost estimates by facility

Task: Draft Report

Upon completion of the analysis and planning process, the team will submit and present a draft report to the stakeholders for review and comment.

Phase III - Final Capital Facilities Plan

Task: Final Report

After receiving comments, a final report will be prepared to incorporate and address all issues, including the next steps, with recommended action to the City.



Provide a conceptual project schedule for completing the consultant services.

We anticipate an overall project duration for all phases of approximately 6-7 months.
Based on the schedule in the RFP we anticipate a September 1, 2022 start date.

Summary Schedule														
Primary	Start	End	2022 - 2023											
			Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Master Plan Timeline	9.1.2022													
Phase I - Inventory & Needs Analysis														
Project Preparation	9.6.2022	9.23.2022												
Facility Analysis	9.26.2022	11.4.2022												
Phase II - Future Facility Needs Defined														
Programming & Conceptual Layouts	11.7.2022	12.16.2022												
Final Plan Costing & Prioritization	12.12.2022	1.27.2022												
Phase III - Final Capital Facilities Plan														
Phase 3: Final Plan Final Report	1.23.2022	3.22.20												

The Integrus Architecture - TCA Architecture + Planning team represents the confluence of experience, expertise, and engagement. Integrus and TCA have worked together on multiple public safety projects including the Aircraft Rescue & Firefighting Facility at Spokane International Airport. The combined expertise of the firms makes a perfect team. Integrus Architecture serves as the prime architect with overall oversight and TCA will act as the programming and planning lead.

Integrus Architecture

Integrus Architecture is an established public works architectural firm in Spokane with a unique expertise in Civic and Public Safety facility architecture. Our work includes site evaluation, predesign programming, needs assessments, design, security design, and full A/E services for Public Safety, Law Enforcement, Courts, Government, K12 and Higher Education clients. Proudly providing design services in the Pacific Northwest since 1953, Integrus' roots are grounded in growing with, contributing to, and investing in the Spokane community in which we live.

TCA Architecture + Planning, Inc.

TCA represents a 62+ year evolution of experience providing personalized services for a wide range of challenging and notable projects. This award-winning firm has an established national reputation for excellence in fire and training facility design, public safety buildings, and municipal projects. As Fire Service Design Specialists, their dedicated staff will bring a depth of experience to your project which is unparalleled. They are passionate about supporting special communities, such as the City of Spokane, in planning and designing state-of-the-art fire facilities; it is their commitment to you to work side by side to best inform your decision-making process.



The Integrus - TCA design team is complemented by Integrus' in-house structural team, and OAC for their unique background in comprehensive forensic architecture and building enclosure solutions. Other trusted Spokane-based partners include AHB� for civil and landscape; MW Engineers for MEP, and Roen Associates for cost estimating. All team members will be brought on as needed for their expertise and specific requirements of each of the stations and support buildings to be evaluated.

The team's Project Manager, Bob Estlund, will serve as the main point of contact for the program as well as for our internal team of consultants. Bob will work side by side with TCA's Forest Hooker, Fire Facility Design Specialist, who will lead the planning and programming efforts.



Bob Estlund

Project Manager

Bob has specialized in the field of predesign, programming, and design of public safety facilities since 1982. He brings a wealth of understanding of facility operations and the need for balance between security, safety, function, and aesthetics. Bob is well-versed in sorting through operational issues and making sure that they are properly integrated into the building program. His detailed, hands-on approach is a resource to the entire team to assure the proper integration of the City's requirements.

Relevant Experience

- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department South Hill Precinct Studym Spokane, WA
- Walla Walla Police Department, Walla Walla, WA
- Richland County Montana Justice Center, Sidney, MT
- Thomas S. Foley Federal Courthouse Design-Build Modernization, Spokane, WA
- Kona Judiciary Complex, Kona, HI



Architectural Technology (AA),
Phoenix Institute of Technology

Southern Steel Technical
Training School

Airteq Factory Training Program

Member, Construction
Specifications Institute, CDT

Forest Hooker AIA, LEED BD+C

Project Architect / Fire Facility Design Specialist, TCA

Forest Hooker has spent the last 18 years designing and managing more than 35+ fire station projects at TCA. Forest understands the balance of developing sustainable projects without undermining the operational criteria of a fire station. Forest brings highly refined analytical skills to each project he works on to ensure that all attributes of analysis, planning, design, and permitting are considered so that defensible financial decisions are made. He has worked through complex permit processes with owners and has been able to deliver timely projects on budget. Forest has lectured and has published nationally on the complexity of fire station design.

Relevant Experience

- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation, Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Fire Station, Richland, WA
- City of Seattle, Fire Facilities Long Range Plan, Seattle, WA
- City of Renton, Fire Department Capital Facilities Plan, Renton, WA
- Consolidated Fire Station Analysis Study, Kirkland, WA
- Fire Station 10 Feasibility Study, Bellevue, WA



Bachelor of Science in Design,
Magna Cum Laude, Clemson
University

Licensed Architect: WA 8284

Member, American Institute of
Architects

Member, WA Fire Chief's Assoc.

Member, WA Fire
Commissioner's Association

Member, WA Firefighter's
Association

Preston Potratz AIA, NCARB

Principal-in-Charge

Preston serves as Principal-In-Charge of Integrus Architecture's civic, public safety and government projects. He has 28 years of architectural and management experience in all levels of public facility design. His diverse project experience has given him an intimate understanding of the needs and concerns of the users and the ability to work creatively and collaboratively within design guidelines – resulting in buildings that function superbly. Preston is responsible for project oversight and ensuring that the necessary resources are available for your project and that tasks are fully staffed with personnel, equipment and other required support.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- SGL/ACF Manufacturing Facility Phase 3, Moses Lake, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Washington State Department of Transportation Maintenance Facility, Spokane, WA
- United States Embassy Campuses - 12 locations worldwide
- King County Children & Family Justice Center, Seattle, WA

Brian Harris AIA, LEED BD+C, NCARB

Principal-in-Charge / Fire Facility Design Specialist, TCA

Brian Harris has dedicated his career to pushing design innovation in fire and emergency facilities. He has programmed and designed more than 200+ fire facilities and brings unique insight on the issues facing today's fire service. Brian frequently advises and supports cities, fire industry journals, manufacturers, and generalist architects on all aspects of fire station design. Brian is a frequent contributor to *Firehouse* Magazine and has authored articles recently on cross-contamination, Covid-19 protocols, high-performance and resiliency in fire station design. Brian will be engaged throughout the project and provide design leadership to ensure the team maintains an "operations-first" approach during the master planning effort. Brian's expertise will bring great value during the facility evaluation and programming phases ensuring fire department needs are addressed.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA



Bachelor of Architecture
Washington State University

Licensed architect: WA, AK, HI, WY

NCARB Certification

Member, American Institute of Architects

Member, American Correctional Association



Bachelor of Architecture
University of Oregon

Licensed Architect: WA 6235, AK, AZ, CA, KS, I, MT, TN, SD, TX, UT, & WY

NCARB Certification

Member, American Institute of Architects

Member, WA Fire Chief's Assoc.

Member, WA Fire Commissioner's Association

Member, WA Firefighter's Association

Jeremy Koh

Senior Project Manager / Fire Facility Design Specialist, TCA

For 20 years, Jeremy has focused his career on designing facilities for fire service and public safety agencies. Jeremy has taken lead roles in system-based programming, facility needs and analysis, conceptual design & development, cost-management, and construction administration. His management skills are exceptional and his analytical thought process is invaluable. From his extensive experience, Jeremy understands the balance of designing sustainable projects without undermining operational criteria for the fire service.

Relevant Experience

- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Site Fire Station, Richland, WA
- Fire Stations 1, 3, & 6, Kennewick, WA
- Fire Station 63, Shoreline, WA
- LEED Fire Station 27, Kirkland, WA
- Temporary All-Electric Fire Station 31, Seattle, WA
- Fire Station 1, Seward, AK



Master of Architecture,
College of Architecture and
Environmental Design, Arizona
State University

Bachelor of Engineering, Major
in Architecture, Kyungwon
University (Gachon University)

National Technical Qualification
Certificate, 98207070677K
Korea

Member, WA Fire Chief's Assoc.

Member, WA Fire
Commissioner's Association

Member, WA Firefighter's
Association

Kerry May AIA, LEED GA

Senior Director, Building Enclosure Design, OAC

Kerry is a registered architect specializing in building enclosure design for new construction and existing buildings. His background and knowledge of building systems allows him to perform a wide range of tasks, including construction document preparation, field observations, construction administration, and forensic and failure investigations. Kerry has completed building enclosure design services for K-12 education facilities, higher-education facilities, residential, and commercial developments. In addition, Kerry has experience in project management, document review, 3D modeling, WUFI analysis, infrared thermography, and construction planning.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilities Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA



B.S., Architecture
Washington State University

Licensed Architect - WA

Certified Level 1 Thermographer,
Infrared Training Center

LEED Green Associate

Member, AIA

Member, NCARB

Dave Bates AIA

Senior Forensic Architect

Dave joined OAC in 1991. Over his 28-year career, he has worked on building enclosure diagnostics and repair, developing an in-depth knowledge of all types of cladding and roofing materials for new and existing structures. Dave served for 3 years as president of SeaBEC. He is a member of the Building Enclosure Technology and Environment Council (BETEC) and is the past president of the Mt. Rainier Chapter of the Construction Specification Institute (CSI).

Relevant Experience

- Spokane Public Schools, Roof Replacement (Several Schools), Spokane, WA
- City of Everett, Everett Station, Everett, WA
- Port of Olympia, On-Call Projects, Olympia, WA
- Washington Center for the Performing Arts, Olympia, WA
- Union Terrace HOA, Union Terrace Condominium - Building Enclosure, Seattle, WA
- Boeing Delivery Center, Everett, WA
- Washington State University, Northside Residence Hall, Pullman, WA
- The Devington Condominiums, Mercer Island, WA

B.A., Architecture
University of Washington
Licensed Architect: WA
Member, SeaBEC
Member, National Institute of Building Sciences
Member, Construction Specification Institute

Rob Graper, PE, SE, DBIA

Structural Engineer

Since 1992, Robert Graper has provided structural engineering services that have resolved complex challenges in a way that reflects clients goals and visions. His leadership in finding inspiring structural solutions that respond to unique environments have been applied to projects worldwide. His participation in needs assessments, planning, programming, site selection and concept design allows our team to thoroughly study design options and determine the most cost effective means to achieve the project goals. Robert's close, cooperative working relationship with our architectural team helps assure you of a timely and cost conscious solution to your design needs.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Spokane County Jail Master Plan & Siting, Spokane, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Ben Franklin Transit Administration & Maintenance Buildings, Richland, WA
- United States Embassy Campuses - 16 locations worldwide
- King County Children & Family Justice Center, Seattle, WA
- Sequim Civic Center, Sequim, WA



Bachelor of Science, Civil Engineering, University of Texas
Licensed PE, SE: WA, ID, OR, MT, IN, CA
Design Building Institute of America
Structural Engineering Association of Washington
American Institution of Steel Construction
American Concrete Institute

Erick Fitzpatrick PE

AHBL Principal/Civil Engineer

Erick is a Principal with AHBL and a civil engineer with more than 15 years of experience in Central and Eastern Washington. His experience includes both new and renovation projects where he has been responsible for a variety of building-related and site-related civil design elements, including on-site stormwater runoff collection, stormwater treatment, and redevelopment of hard-surfaced asphalt and concrete areas. Erick has previous experience working on public safety facilities and understands the critical importance of many civil design elements unique to these types of projects, including access roads, circulation, grades, and stormwater collection systems. His experience ranges from small access improvement projects to large, new construction projects with an emphasis on clear and concise construction documents that withstand the public bidding environment. Erick has worked on many public and private projects using delivery methods such as GC/CM, DBB, D/B and most recently Progressive-D/B.

Relevant Experience

- Richland Fire Station No 73, City of Richland, WA
- Richland Fire Station No 74, City of Richland, WA
- Richland Fire Station No 75, City of Richland, WA
- Quincy Public Safety, Quincy, WA
- Civil Engineer, Grant County Station #5, Grant County, WA
- Peperzak Middle School, Spokane Public Schools, Spokane, WA
- Shaw Middle School & On Track Academy, Spokane Public Schools, Spokane, WA



Bachelor of Science, Mechanical Engineering, Gonzaga University
Professional Engineer: WA
DBIA Certified, 2021
National Council of Examiners for Engineering

Craig Andersen PLA, LEED AP

AHBL Director of Landscape Architecture/Landscape Design

Craig Andersen is AHBL's Director of Landscape Architecture for Eastern Washington and a landscape architect with over two decades of experience across a variety of civic projects throughout the Pacific Northwest and in six international locations. He has experience in landscape architecture, land planning, site planning and project management for public, non-profit, and private projects located throughout the Pacific Northwest. He brings extensive understanding of critical service facilities, having designed more than a dozen fire station and related public facility designs in the last 10 years, as well as libraries and community parks. He excels at blending higher landscape quality demands of public buildings with the unique needs of those facilities into thoughtfully designed low maintenance landscapes. Moreover, he is fully committed to producing creative, sustainable, constructable, and affordable landscape designs for publicly funded projects. Craig is a LEED certified professional.

Relevant Experience

- Spokane County Fire District 4 Station No 40, Spokane, WA
- Spokane County Fire District 4 Station No 48, Spokane, WA
- Hanford 400 Area Fire Station, Hanford, WA
- Kennewick Fire Stations 1 & 2, Kennewick, WA
- Fire Station No 83 & No 84, Pasco, WA
- Richland Fire Station No 74, Richland, WA
- Seattle Fire Station No 28, Seattle, WA



Bachelor of Landscape Architecture, Washington State University
Licensed PLA: WA, ID
LEED Accredited Professional

Jacob L. Deering PE, LEED AP

MW Engineers – Principal, Mechanical Systems

Jake has actively participated in ever-expanding aspects of the planning, design and construction administration process for a diverse set of projects since joining MW Engineers in 1999. His experience as a mechanical engineer and project manager includes the design of higher education buildings, research laboratories, detention facilities, hospitals, and office and assembly areas.

As Principal, Jake is tasked with guiding all members of MW's mechanical, electrical, and electronics design team towards the goal of successfully integrated and complete systems design. He has a special interest in sustainable systems technology; his mechanical systems design has contributed to the LEED certification of more than twenty-five of the firm's projects.

Relevant Experience

- Spokane Fire Department Maintenance Building Addition – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Richland Police Station – Richland, WA
- Walla Walla Police Station – Walla Walla, WA
- Post Falls Police Station – Post Falls, ID
- Spokane National Guard Readiness Center – Spokane, WA
- Spokane County Library District Facilities Assessment – Spokane, WA
- Ben Franklin Transit New Office Building & Maintenance Building Upgrades – Richland, WA
- United States Embassies & Consulates with Housing, Offices, Vehicle Maintenance Bays & Maintenance Shops – Various Locations Worldwide



Master of Science
Washington State University

Bachelor of Science -
Mechanical Engineer,
Washington State University

Licensed PE, in the states of
WA, ID

ASHRAE Member Former
Chapter President

USGBC Cascadia Chapter
Spokane Branch Former Co-
Chair

Experience
MW Engineers 23

Brandon D. Enevold PE, LEED AP

MW Engineers – Principal, Electrical Systems

Brandon has over 20 years of experience leading design and construction teams for projects, both regionally and abroad. Brandon has worked on the programming and design for dozens of facilities and is known for his careful consideration of all aspects of the design process and meeting his clients' needs. Brandon's unique combination of hands-on field experience and engineering expertise allows him to bridge the gap between engineering and construction to ensure successful project completion.

Brandon will serve as Principal of Electrical Systems. He will develop conceptual designs and provide project management of systems, including power distribution, power generation, fire alarm, telecommunications, security, lighting, and lighting controls.

Relevant Experience

- Spokane Fire Department Training Center – Spokane, WA
- Spokane Combined Communications Center – Spokane, WA
- Spokane National Guard Readiness Center – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Jefferson County Sheriff's Department – Jefferson County, WA
- Butte Silverbow Law Enforcement Center – Butte, MT



Bachelor of Science - Electrical
Engineering, University of Idaho

Licensed PE, in the states of WA,
ID, OR, MT, TX

Experience
MW Engineers 22
Other 3

Roger Roen RA

Cost Estimating

Mr. Roger Roen is a licensed architect specializing in construction cost estimating, value engineering, and construction cost management who uniquely understands the impact of design and planning decisions on construction costs. This understanding is essential in analyzing value and cost effectiveness in overall facility design and leads to savings for the owner in budget, schedule and program. Roger has highly specialized experience working closely with architects controlling construction costs throughout the design process.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- North County Fire - Regional Training Facility, Fallbrook, CA
- West Valley Fire Station Expansion, Yakima, WA
- Pasco Fire Stations 81, 82 & Rehab Shelter, Pasco, WA
- Hanford Fire Department, Station 92, L-906, Richland, WA
- Lake Stevens Fire Admin Building, Lake Stevens, WA
- Naches Fire Station, Naches, WA
- Grant County Fire Station, Moses Lake, WA
- Snohomish County Fire District #5, Public Safety Building, Snohomish, WA



Master of Architecture University of Idaho

Bachelor of Architecture /Interior Design
University of Idaho



1. Do you meet our business size requirements? We strongly prefer not to award to any Consultant if our business would represent more than 30% of the Consultant's total revenue.

Yes

2. Has your company operated at least 1 year without interruption?

Yes

3. Has an owner of your company been convicted of a crime within the past 10 year?

No

4. Has any employee or official of the SFD had any financial or other interest in your firm?

No

5. Has your company been in bankruptcy, reorganization or receivership in the last five years?

No

6. Has your company been disqualified by any public agency from participation in public contracts?

No

7. Is your company licensed to do business in the State of Washington?

Yes (see business license to the right)

BUSINESS LICENSE

SEAL OF THE STATE OF WASHINGTON

Professional Service Corporation

INTEGRUS ARCHITECTURE, P.S.
10 S CEDAR ST
SPOKANE WA 99201-6823

Issue Date: May 20, 2022
Unified Business ID #: 600285728
Business ID #: 001
Location: 0001
Expires: Jun 30, 2023

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
ARCHITECT FIRM - ACTIVE

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12088948BUS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: Internship

LICENSING RESTRICTIONS:
It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

REGISTERED TRADE NAMES:
INTEGRUS ARCHITECTURE, P.S.

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

Vicki Smith
Director, Department of Revenue

8. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

Integrus Architecture has been in business for 69 years, providing architecture, structural engineering, and interior design services.

9. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

See information to right. Firm introductions can be found on page 7.

10. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

Total employees: 83

Total years experience: roughly 1,000

Average years: est. 15

11. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

Corporation: Spokane, Seattle & Portland

Date of Incorporation: 1978

Website: www.integrusarch.com

12. Provide the key contact name, title, address, telephone and email list. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

Preston Potratz, Principal
10 South Cedar, Spokane, WA 99201
509.838.8681
ppotratz@integrusarch.com

see Tab 2 for resumes

13. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

None

The guiding statement of Integrus.

Through exploration and design, and in service to our clients, we create meaningful impact for the communities we serve that reflects our design principles and embodies our culture.

Design Principles

We want to make this world a better place to live, to work, to learn, to grow. To accomplish this, we work toward an architecture that is a direct expression of the people and institutions it serves, engages in a meaningful way with its surroundings, improves the human experience, embraces the craft of building, fosters innovative thinking, and leaves a gentle imprint on the face of the planet.

FIRM ORGANIZATIONAL CHART

INTEGRUS ARCHITECTURE PROFESSIONAL SERVICES CORPORATION

Partners

Preston Potratz VP	Sam Schafer
Mark Dailey Pres.	Steven Clark
Brian Carter CEO	Theresa Daniel
Rebecca Baibak VP	Patrick Donnelly
Becky Barnhart VP	Loretta Sachs
Amy Vanderhorst	Katie Vingelen
Johnny Hong	Kandis Larsen
Robert Graper	Matthew Bissen

FIRM'S AREAS OF FOCUS

Civic / Government	Federal / Embassy
Higher Education	K-12 Education

14. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

We do not anticipate being acquired in the foreseeable future. Integrus Architecture is finalizing the acquisition of an architectural firm located in Portland, Oregon. Currently in non-disclosure status.

15. Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

See Tab 4

16. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.


None

17. What type of insurance coverage do you carry? Describe the amount of coverage.

Professional Liability
\$2M per claim | \$4M annual aggregate

18. Are you on either the Federal debar list or your home state debarred list?

No

Client#: 235330		PROTEGAR		DATE (MM/DD/YYYY) 5/23/2022	
ACORD		CERTIFICATE OF LIABILITY INSURANCE			
<p>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 LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsements.)</p>					
PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME PHONE 206 441-6300 FAX E-MAIL Seattle.PL.CerRequest@usi.com ADDRESS		TAX ID NO. 610-362-8530 INSURER(S) AFFORDING COVERAGE NAIC # 31194	
INSURED		INSURER A: Travelers Casualty & Surety Co. of Amer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204	
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>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.</p>					
TYPE OF INSURANCE	COMMERICAL GENERAL LIABILITY	LOCAL JURIS	POLICY NUMBER	PERIOD EFF. (MM/DD/YYYY)	PERIOD EXPI. (MM/DD/YYYY)
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> ADJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED ONLY <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTO ONLY				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COED <input type="checkbox"/> RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY EMPLOYER/CONTRACTOR/RENTAL/EXCISE/OTHER/EMPLOYEE/CHIEF MEMBER (ELECTED)? (Indicate by N/A) If yes, describe under DESCRIPTION OF OPERATIONS below				
A	Professional Liability (Incl. Pollution)		107416631	05/30/2022	05/30/2023
					\$2,000,000 per claim \$4,000,000 annl aggr.
DESCRIPTION OF OPERATION / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required) Proof of Professional Liability Insurance.					
CERTIFICATE HOLDER			CANCELLATION		
For Informational Purposes Only			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 		

The Integrus Architecture - TCA Architecture+Planning team bring extensive planning and design experience for a wide range of local projects including critical facilities, courthouses, police, and, especially, fire stations.

For decades, TCA has been at the forefront of fire service and emergency facility technical design innovation. As a result, TCA is recognized in the national fire community as one of the leading fire facility design firms in the country. As a firm, they dedicated their careers to the evolution of this building type. Based on the experience and lessons learned they have gained through the planning, funding, and design of 400+ fire service facilities, they will bring their institutional knowledge and decades of lessons learned to your Master Plan project. There is a civic, community, operational, and programmatic design thread common to facilities of this nature. TCA is focused on the importance of planning resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, they believe the design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, TCA is committed to visioning future forward-thinking multi-generational facilities for the Capital Facilities planning effort.

From this expansive body of work, TCA understands that balancing cost, operations, community impacts, and security are only a handful of the issues that inform the decision-making process. Having a process for analyzing this information in an efficient, clear and meaningful way is vital. Using their systematic and planning methodologies, they understand many of the questions that will need to be explored as we appropriately size your Capital Facilities Plan. As leaders in fire facility planning and design, TCA has guided clients through hundreds of fire facility projects starting with needs assessments, facility evaluations, site analysis, operations-based programming, and stakeholder outreach efforts.



Kirkland Fire Stations Program

Kirkland, WA



Working with City Management, Fire Department, Public Safety Committee, and the City Council, TCA developed a master plan and Facilities Consolidation Study which proposes the addition of new fire stations and upgrades and/or expansion to all remaining stations. The study includes operations-based programming, GIS-based analysis of current and future service demands, review of neighboring mutual response, current and future demographics and economics, analysis of over 25 sites for selection, acquisition support of new targeted sites, and public outreach for select sites. As part of the study, all

facilities were analyzed based on existing and proposed deployment and staffing relative to operational needs, associated space needs, codes and standards and long-term development impacts. From this effort, conceptual site and floor plans were developed. TCA is currently providing design services on 2 of the 4 facilities funded by the Levy and is successfully collaborating with OAC. OAC is working with the city on the program management of Stations 21, 22, 26, and 27. We are tracking overall schedule, budget, and scope development with a focus on dashboard reporting to upper City management. OAC and TCA are collaborating on estimate reviews and bid documents for Stations 22 and 27.

Fire Station Bond Program

Bothell, WA



The City of Bothell's multi-year program will rebuild, with new construction, Fire Stations 42 & 45 on their existing sites for the Fire Department to better serve nearly 10,000 additional residents. Achieving this will require interim facilities at Fire District 10 's Station 44 and on Station 42's site. Additionally, because Bothell straddles two counties, coordination with multiple utilities and water districts is required. OAC's owner's representative services include delivery method selection, design-builder procurement, budget and schedule validation,

phasing and cash flow scenarios, and design, project, program, and construction management. OAC also presents on behalf of the program to the Bothell City Council for key milestones and approvals. TCA is currently providing fire facility design consulting services as a third-party reviewer for some of the first progressive design build fire stations in the state. TCA's role includes overall design and cost reviews by phase to better inform and validate project team decisions for 2 new fire stations and administration facilities. The project will be phased and utilize temporary facilities to ensure the Fire Department remains operational during construction. Key issues that TCA is helping the City of Bothell explore include: "Healthy in/Healthy Out" implementation and change management education, "hot zone" design and strategies for eliminating cross-contamination and maximizing manipulative training opportunities. Miller Hull is Architect of Record.

Central Pierce Fire & Rescue Fire Stations 60 & 72

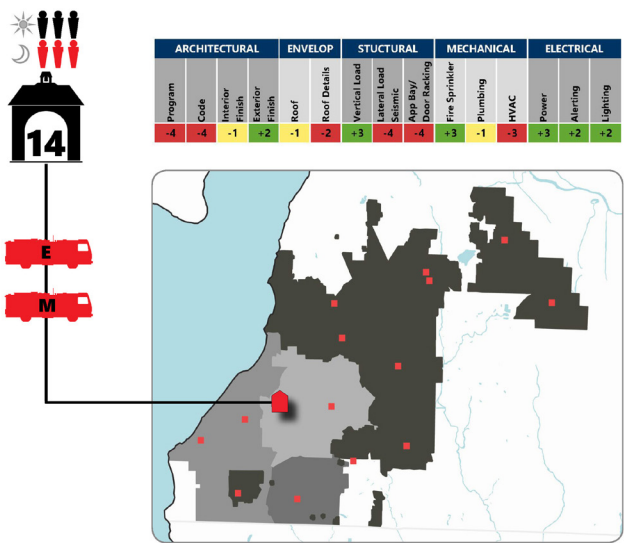
Tacoma, Parkland, Spanaway, South Hill, & Puyallup, WA



Central Pierce Fire & Rescue covers over 84 square miles and provides service to over 198,000 citizens including the communities of Puyallup, Parkland, Spanaway, Midland, Summit, and Fredrickson. Central Pierce Fire & Rescue engaged OAC to help manage the design and construction of 3 bond-funded fire stations in this design-bid-build project. Each of the 3 stations was at different stages of development during a time of administrative turnover. OAC developed an overall master schedule and teamed with the client to develop financial tools for planning, forecasting, and tracking cash flows. We led construction administration, QA/QC, and project reporting efforts. Following the early pre-bond work, TCA was selected to provide the programming, site selection, cost management, design, and construction administration services for 5 fire stations, a training tower, and various miscellaneous projects funded by the bond. Taking a tiered project approach, TCA developed an overall “kit of parts” program/design manual to ensure operational consistency, streamlined long-term maintenance and design and construction efficiencies.

South County Fire, Master Plans & Capital Facilities Plan

South Snohomish County, Edmonds, Mountlake Terrace, Lynnwood, & Brier, WA



In 2000, TCA provided a needs assessment, facility evaluations, and master plan for Snohomish County Fire District 1. The master plan study provided an operational and fiscal analysis of the District based on current and projected growth, planned mergers, annexations, staffing levels and call distribution. Following the outcome of the plan, facilities were programmed, potential sites were identified and evaluated, and TCA worked with the District, Contract Cities and neighborhoods to design and manage the construction of 8 stations. TCA has continued their relationship with the recently established RFA and all contract cities in the development of a regional capital facilities plan. The plan was adopted in January 2022 and lays out a 20-year roadmap for renovated, replaced, and infill facilities at a cost of \$275M.

City of Kennewick, Capital Facilities Evaluation & Needs Assessment

Kennewick & Richland, WA



TCA led the review of all 17 municipal buildings (over 280,000 SF of space) for the City including public works facilities, parks maintenance facility, public safety building, recreational facilities, fire stations, city hall, and ancillary city-owned structures. As part of this effort, TCA worked with 14 client sectors/stakeholder groups within the City of Kennewick and the City of Richland leading and participating in iterative stakeholder workshops, GIS reviews, annual operations and maintenance budget reviews, building systems and conditions analysis, IT analysis. Interviews and small group meetings were also utilized to identify existing and future facility needs for the next 30 years. The process resulted in \$152 million of identified capital needs within a planning horizon of 20 years scheduled over 5-year increments with discussions of funding mechanisms as the plan moves forward. Since the 2013 Study, the City has undergone extensive leadership and staffing changes, and has seen explosive population growth. The Covid-19 outbreak also dramatically changed how the City was able to continue to do business. TCA is currently updating Capital Facilities study to address these challenges; the new report will be completed in February 2022.

Long-Range Fire Facilities Plan

Seattle, WA



TCA worked with multiple departments within the City of Seattle for over 4 years to develop a \$167-million fire facilities and emergency response levy supported by our Long-range Facilities Plan and Operational Program Manual. The levy funded the renovation and replacement of 34 neighborhood fire stations, new fire boats, a new fire training facility, and a new command facility which included

a new Fire Station 10 Headquarters, Emergency Operations Center, and a Fire Alarm Center. The team visited each of the stations to review and evaluate current conditions, and the City's compliance with current standards and regulations. The consultant team assessed how the City will handle population growth and increases in fire and aid calls for the next 20 years. Station location and response information was gathered with help from the Seattle Fire Department and the City of Seattle Strategic Planning Office. This information was used to evaluate the individual stations' ability to adequately respond to fire and emergency medical service (EMS) calls during the life of the study. The data was also used to estimate future call load and thereby estimate Department workload to ensure that facilities are designed to accommodate potential growth in SFD workload for 20 years.

Spokane County Detention Services Master Plan, Program

Spokane, WA



As part of the ongoing development of the Spokane International Airport (SIA), a new Aircraft Rescue and Firefighting (ARFF) Facility was designed and constructed. The location and siting of this project took into consideration the long range planning recently completed by SIA, including consideration of a future second runway. Design considerations include the operational impacts on the facility for the airport operating as an Index B vs. Index C as defined by FAA Title 14 CFR Part 139.315.

The approximately 15,000 square foot building includes 4 apparatus bays (with plans for future expansion to add 5th bay), offices and dormitories, kitchen and day room space for fire crew, exercise room and emergency operations center (EOC) for general airport staff. Primary funding for this project is through the Federal Aviation Administration – Airport Improvement Program (AIP). Design and construction followed strict FAA requirements.

Integrus Architecture and TCA Architecture + Planning partnered for this project.

Nome Public Safety Building

Nome, AK

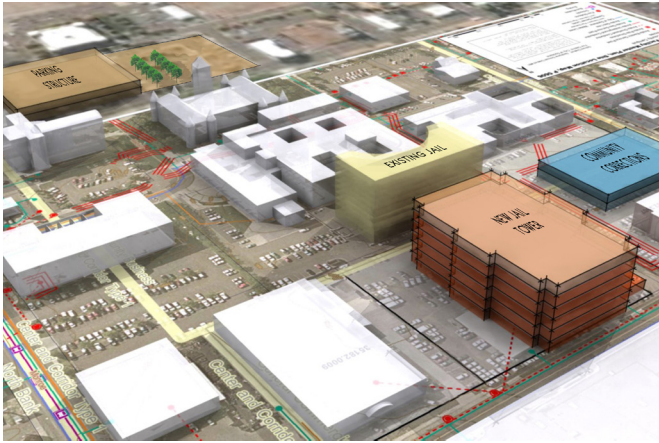


The Nome Public Safety Facility combined the Nome Volunteer Fire Department, Nome Police Department, and the Nome Volunteer Ambulance Service. By combining the functions, the City was able to fund a state of the art public safety facility and add several essential functions to the project. These included a fully updated 911 dispatch function, and a public training suite that doubles as an Emergency Operations Center when needed. This new building consolidates related functions currently spread across the city in a secure structure that will improve the delivery of public safety services to Nome's citizens.

Integrus Architecture and TCA Architecture + Planning consulting services to the Bettisworth North team for this project.

Spokane County Detention Services Master Planning, Programming & Site Analysis

Spokane, WA



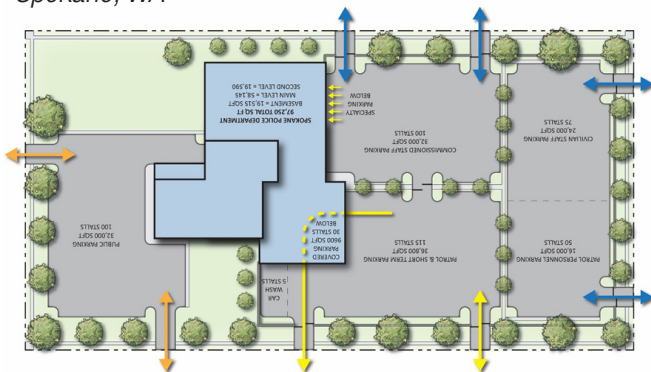
Spokane County retained Integrus Architecture and their planning team to assist the county in Master Planning the long-term needs of the County Jail. The Detentions Services Project was multifaceted in scope which evaluated and tested the efficiencies of the existing correctional structures, as well as the Criminal Justice System as a whole. Extensive community involvement was achieved through public meetings, announcements, and new articles.

The scope of services included:

- **Needs Assessment.** Detailed examination of the County's Justice System to forecast future needs and examine the availability of alternatives to incarceration.
- **Architectural Program.** Developed program space adjacencies and relationships; applied square footage requirements to develop a complete picture of the capital construction component of the Master Plan.
- **Operational Program.** Examination of current jail operations and the development of the operational future for the project. In conjunction with the Needs Assessment, programs, the number and type of jail beds, forecasts and estimates of future staffing and operating costs were developed.
- **Public Facility (EPF) Site Selection.** The team conducted a site selection process in accordance with the Spokane County Regional Siting Process for Essential Public Facilities. The process included a SEPA review of candidate sites.
- **Master Plan.** The Master Plan is the overview, culmination and coordination of all the above activities. Integrus Architecture has developed a conceptual design for the detention facility on the preferred site.

Spokane Police Department Facility Space Planning & Predesign Services

Spokane, WA



Integrus Architecture was hired by the City of Spokane to complete an existing facilities analysis, spatial needs assessment, and predesign/programming work for the Spokane Police Department with the intent of providing direction and guidance to City leadership regarding future police department needs and likely form, configuration, and cost associated with the development of future police facilities.

The scope of services included:

- Documentation of the Spokane Police Department's current and future policing philosophy and City-wide policing strategies.
- Completion of an existing conditions survey and analysis of existing facilities, office space, and precincts.
- Application of current best practices in policing facilities and space programming.
- Completion of planning and predesign process included:
 - Space needs analysis for a central operations location and a typical precinct based on 10 year staffing, equipment, and vehicle projections.
 - Concept development of three options / scenarios for both a centralized command facility and likely / recommended precinct form.
- Preferred site characteristics and general location within the City.
- Development of predesign level construction budget for each scenario.

References

Include names of three current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

Our greatest achievement as architects is the recognition, appreciation, and repeat work we are awarded by our clients. Integrus has dedicated our talents, time, and attention to developing long-term relationships with public agencies throughout the region.

We have maintained these valued relationships by not only providing consistent, exceptional design services, but also by including our clients in the design process, by exercising our listening skills, and by understanding our client's needs, goals, and guidelines for every project.

We value what our clients have to say about our work and are pleased to provide you with the following references and accompany reference documents:

Anneke Davis, PE
City of Kirkland
425.587.3828

Project: Kirkland Fire Station 24

Neil Hines
Deputy Fire Chief
City of Kennewick Fire Department
509.528.8375

Project: Kennewick Fire Station 5

Michael Sparber
Senior Director of Law & Justice
Spokane County
509.477.2101

Project: Spokane County Detention Services
Master Planning, Programming & Site Selection

Additional references relevant to the Capital Facilities Planning Project for Spokane Fire Department project:

Bob Eastman, Deputy Chief
South County Fire
425.754.7238

Project: South County Capital Facilities Plan

Emily-Cross
Economic Development Director
509-820-8211

Project: City of Kennewick Capital Facilities Plan

EXHIBIT A

PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – Fire Station 38**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KIRKLAND FIRE STATION 24**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
NO
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
ARCHITECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**

- | | |
|---|----|
| • How would you rate work performed by this firm on your project? | 10 |
| • Was the project completed on time? | 10 |
| • Was the project completed within budget? | 10 |
| • What was the quality of the work performed? | 10 |
| • Was staff proactive in solving problems that may have occurred on your project? | 10 |
| • What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover) | 10 |
| • Would you be willing to contract with this firm again? (10=Yes, 1=No) | 10 |

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KIRKLAND, WA**

Name and Phone Number of Person Submitting Evaluation: **Anneke Davis, P.E., 425-587-3828**

EXHIBIT A

PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – EPFD Special Operations Division Station**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KENNEWICK FIRE STATION 5**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
YES
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
ARCHTTECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**
 - How would you rate work performed by this firm on your project? 9
 - Was the project completed on time? 10
 - Was the project completed within budget? 9
 - What was the quality of the work performed? 9
 - Was staff proactive in solving problems that may have occurred on your project? 9
 - What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover) 10
 - Would you be willing to contract with this firm again? (10=Yes, 1=No) 10

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KENNEWICK, FIRE DEPARTMENT, WA**

Name and Phone Number of Person Submitting Evaluation: **Neil Hines, Deputy Fire Chief 509 528-8375**

Please email directly to Rebecca Rodriguez at aeselection@elpasotexas.gov by the time and date shown above.

Lt. Michael Sparber
Spokane County
W. 1100 Mallon
Spokane, WA 99260

Integrus Architecture, P.S.
10 South Cedar Street
Spokane, WA 99201

This correspondence serves as a letter of reference for Integrus Architecture for their work on the Spokane County Jail Master Planning, Programming and Site Selection project.

I am particularly pleased to write about Integrus' responsiveness to our requests and ability to adapt to the ever changing scope of the project. The individual attention to details and sensitivity to delicate political matters is a true testimony to your integrity and appreciation for the client.

Additionally; your ability to deliver documents, diagrams, or media material within tight deadlines speaks volumes about your ability to meet project schedules. The materials are easily discernable, while technically sound.

Integrus Architecture is an excellent example of having the right talent in the right areas by providing expertise in virtually all areas of the project.

Sincerely,



Michael Sparber
Custody Operations Lieutenant & Project Manager

Notes
Any spending beyond approval is with approval by client
Allocations by task and team member are flexible and may be managed appropriately by INTEGRUS. Significant task variations are subject to client approval

< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2022	Sep-02-2019
Minor Work Permit				Active	Jun-30-2022	Nov-07-2019
Spokane General Business	T12088948E			Active	Jun-30-2022	Oct-15-2019

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

Governing people

Title

BAIBAK, REBECCA

BARNHART, BECKY

BISSEN, MATTHEW

CARTER, BRIAN

CLARK, STEVEN

DAILEY, MARK

DANIEL, THERESA

DONNELLY, PATRICK

GRAPER, ROBERT

HONG, JEN-YUAN

LARSEN, KANDIS

POTRATZ, PRESTON

SACHS, LORETTA

SCHAFER, SAM

VANDERHORST, AMY

Registered Trade Names

Registered trade names

Status

First issued

INTEGRUS ARCHITECTURE, P.S.

Active

Apr-17-1991

WMFL

Active

Oct-01-1986

YGH ARCHITECTURE

Active



Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/4/2022 10:08:59 AM

Contact us

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Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	10/4/2022
Clerk's File #	OPR 2019-0961
Renews #	

Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	JEFF TEAL 6533	Project #	
Contact E-Mail	JTEAL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5900 RENEWAL OF MASTER SECURITY SERVICE CONTRACT STARPLEX OPR		

Agenda Wording

Approval for 1 (one) year renewal of Starplex Master Security Service Contract to provide security services at various City of Spokane locations, on an as-needed basis for various City departments.

Summary (Background)

In May of 2019, the City of Spokane through the Purchasing Department published an RFP for security services. This past year in addition to the original locations, we have had security located at the homeless encampment, Tapio Center, and at the libraries after normal operating hours when they are used for heating/cooling shelters. This request is to use the first of two (2) optional one-year extensions on the master contract for security services for the City of Spokane for the period of

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

Expense	\$ 736,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	Public Safety 10/3/22
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON,	Jteal@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbustos@spokanecity.org	
Additional Approvals		laga@spokanecity.org	
Purchasing		rscott@cmsprotectsfun.com	
		klong@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

November 01, 2022 thru October 31, 2023. The original contract was for a 'not to exceed' amount of \$1,750,000 over the original 3-year term and the 2 one-year extensions (total of 5 years). Due to increased usage by multiple departments and other circumstances, we are anticipating the \$1.75 million will be exceeded. We are requesting Council approval to (1) renew the contract for the period 11/01/2022 to 10/31/2023 and (2) add an additional \$736,000. Because the Departments that utilize this master contract have already budgeted for these security expenses in the 2022 budget and the preliminary 2023 budget, the request to increase the compensation by \$736,000 should not have a financial impact. The amendment is needed to ensure that the City remains in compliance with the terms of the contract.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Safety

Submitting Department	Facilities Department
Contact Name & Phone	Jeff Teal X6533
Contact Email	jteal@spokanecity.org
Council Sponsor(s)	CM Wilkinson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Starplex 1 year renewal OPR 2019-0961 (November 1, 2022 thru October 31, 2023)
Summary (Background)	<p>Historically, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locations range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. These have been completed as individual contracts, typically signed by individual departments and completely uncoordinated. In May of 2019, the City of Spokane through the Purchasing Department published an RFP for security services. This past year in addition to the above locations, we have had security located at the homeless encampment, Tapio Center, and at the libraries after normal operating hours when they are used for heating/cooling shelters.</p> <p>This request is to use the first of two (2) optional one-year extensions on the master contract for security services for the City of Spokane (November 01, 2022 thru October 31, 2023). The original contract was for a 'not to exceed' amount of \$1,750,000 over the original 3-year term and the 2 one-year extensions (total of 5 years). Due to increased usage by multiple departments and other circumstances, we are anticipating the \$1.75 million will be exceeded.</p> <p>We are requesting Council approval to (1) renew the contract for the period 11/01/2022 to 10/31/2023 and (2) add an additional \$736,000.</p> <p>Because the Departments that utilize this master contract have already budgeted for these security expenses in the 2022 budget and the preliminary 2023 budget, the request to increase the compensation by \$736,000 should not have a financial impact.</p> <p>The increase only affects the maximum amount to be paid out pursuant to the compensation section of the contract. The amendment is needed to ensure that the City remains in compliance with the terms of the contract.</p> <p>The increase of \$736,000 is as follows:</p> <p>2020-2021 \$87,000 for additional expenses already incurred</p> <p>2022 \$280,000 for Camp Hope (March-Dec 2022)--General Fund</p>

	<p>\$22,000 for Landfills—Solid Waste Fund \$10,000 for Intermodal—Facilities Management Fund \$16,500 for misc--TBD \$328,500</p> <p>2023 (Jan-Oct 2023) \$280,000 for Camp Hope--General Fund \$18,500 for Landfills—Solid Waste Fund \$8,500 for Intermodal--Facilities Management Fund \$13,500 for misc--TBD \$320,500</p>
Proposed Council Action & Date:	Approve renewal and additional funds Oct 17, 2022
<p>Fiscal Impact: Total Cost: \$736,000 \$87,000 for previously incurred expenses \$328,500 for 2022—these amounts should be budgeted already \$320,500 for 2023 (Jan-Oct 2023)—these amounts should be included in the preliminary budget</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: See above details</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p>	



City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **SECURITY SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 907 West Sharp Avenue, Spokane, Washington 99201 as Firm, individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide City Wide Security Services; and

WHEREAS, additional funds are required as multiple new locations are using these services, and

WHEREAS, the original Contract provided two additional one year extension periods with this being the first of those extension; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 4, 2019 and December 5, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on November 1, 2022 and shall run through October 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVEN HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$736,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STARPLEX CORPORATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2021

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
KPD Insurance, Inc.
PO Box 784
Springfield OR 97477

RECEIVED
DEC 23 2021
CITY CLERK'S OFFICE

INSURED
Starplex Corporation
12722 NE Airport Way
Portland OR 97230

STARCOR02W

CONTACT NAME:	
PHONE (A/C No. Ext): 541-741-0550	FAX (A/C No): 541-741-1674
E-MAIL ADDRESS: wo-certs@kpdinsurance.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: SAIF Corporation	NAIC # 36196
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 507281234

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	499466	1/1/2022	1/1/2023	X PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Security at Spokane City Hall RFP 3757-11

CERTIFICATE HOLDER

City of Spokane Administrative Services
808 W Spokane Falls Blvd 7th Floor - City Hall
Spokane WA 99201-3304

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Riane M. Burnett

License Information:

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

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: [Profit Corporation](#)

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519

Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Sep-30-2023	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2023	Oct-15-2012

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

Governing people	Title
CHRISTIANSEN, DAVID	Vice President
MAENZA, LOUISE	
SCOTT, RANDY	President

Registered Trade Names

Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022
DEPT OF LICENSING BRANCH OFFICE - SECURITY GUARD BUS.	Active	Jan-22-2008

[View Additional Locations](#)



Agenda Sheet for City Council Meeting of:
10/17/2022

<u>Date Rec'd</u>	10/3/2022
<u>Clerk's File #</u>	OPR 2022-0732
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - INTERLOCAL AGREEMENT FOR USE OF TRANSPORT VAN

Agenda Wording

The Spokane Police Department would like to entered into an interlocal agreement with the Spokane County Sheriffs Office for use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle.

Summary (Background)

Spokane County was able to procure a transport van that is to be used to transport disabled persons or those unable to be transported in a police vehicle. The van will remain the property of the County. SPD will be responsible for routine vehicle maintenance and major repairs will be shared equally.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Neutral	\$ 0	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	OLSEN, ERIC	<u>Study Session\Other</u>	PSCHC 10/03/2022
<u>Division Director</u>	OLSEN, ERIC	<u>Council Sponsor</u>	CM Cathcart/Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	spdfinance	
<u>For the Mayor</u>	PERKINS, JOHNNIE	eolsen	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

**INTERLOCAL AGREEMENT
BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY
SHERIFF'S OFFICE**

The Prisoner Transport Van

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the City of Spokane, by and through the Spokane Police Department ("SPD"), a general authority Washington law enforcement agency as defined in chapter 10.93 RCW and a division of the City of Spokane, a municipal corporation, having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, and Spokane County, by and through the Spokane County Sheriff's Office ("COUNTY"), a political subdivision of the State of Washington, having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter each individually referred to as "Party" or "Agency" and collectively as the "Parties" or "Agencies".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") 36.01.030, the powers of Spokane County can only be executed through their respective Board of County Commissioners; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of Spokane County property and management of Spokane County funds, and the Board of County Commissioners of Stevens County, Washington has the care of Stevens County property and the management of Stevens County funds; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff (referred to herein as "COUNTY") is the chief law enforcement and conservator of the peace of Spokane County; and

WHEREAS, pursuant to the provisions of chapter 10.93 RCW, the SPD is a general authority Washington law enforcement agency charged with keeping the peace of the City of Spokane, Washington, a municipal corporation duly operating within the confines of Spokane County, Washington; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, public agencies may contract with each other to perform certain functions which each may legally perform for the purposes of a mutually advantageous joint or cooperative action; and

WHEREAS, the SPD and the COUNTY have a longstanding partnership in coordinating resources for the delivery of law enforcement services in Spokane County and surrounding areas; and

WHEREAS, SPD and COUNTY have identified the need for a common law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in the back of a police vehicle to jail; and

WHEREAS, the COUNTY was able to procure such a vehicle, namely a Prisoner Transport Van (the “Van”), and is willing to share responsibilities and utilization of the Van with SPD;

WHEREAS, SPD and COUNTY are mutually desirous of entering in this Agreement for the purpose of outlining the terms of conditions of sharing said Van

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SPD and COUNTY agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the mutual agreement between the City of Spokane Police Department (“SPD”) and the Spokane County Sheriff’s Office (“COUNTY”) regarding the utilization of the Prisoner Transport Van (the “Van”).

A. Background

The Van was purchased from federal surplus by COUNTY and in making said Van operational, additional equipment and cosmetic repairs were completed at the expense of COUNTY. The total cost to purchase and equip the Van was approximately \$11,000.00 USD. The Van is solely owned (registered and legally titled), and shall remain owned during the term of this Agreement, by COUNTY.

B. Intended Use

The Van was obtained to address the emergent need for patient transport services, including without limitation the transport of disabled persons and/or persons not suitable for transport in the back of a police vehicle to jail. This use as described herein is the sole and limited intended use of the Van. Any other use must be expressly authorized and approved in writing by a Captain or higher ranking official from COUNTY. The Van shall solely be used for the non-medical transport to jail and/or court proceedings as needed.

II. TERM

This Agreement shall commence September 1, 2022, and continue through December 31, 2026, unless terminated earlier in accordance with Section VIII herein, and may thereafter be renewed by mutual decision of the Parties evidenced by a writing and executed with the same formalities as this Agreement.

III. RESPONSIBILITIES OF THE PARTIES.

A. Maintenance and Storage

The Van shall be parked and stored in a mutually agreed upon location near or in the Public Safety Building. The SPD Fleet staff shall maintain all the maintenance records for the Van and shall be responsible for ensuring that all the routine maintenance (ie. oil changes, windshield repair, and other minor work required due to ordinary wear and tear) is performed in a timely and reasonable manner, and that the Van remains in working order, at a high level of cleanness, safety, and mechanical soundness. In the event the Van requires a major repair (ie. those repairs which are not due to ordinary wear and tear), then SPD and the COUNTY shall share equally in the cost of repairing the Van to full working order, at a high level of cleanness, safety, and mechanical soundness.

The SPD shall provide a fuel fob to be kept on the keychain for utilizing the City Filling Station, located at the DEM Building Garage. The Van's fuel gage shall at all times read greater than three-quarters (3/4) tank and shall be refueled, as soon as possible, once the Van's fuel gage reaches three three-quarters (3/4) tank at any time.

In the event the Van requires repair or maintenance, the SPD Shift Sergeant shall notify the SPD Fleet Manager Dan Hayes at (509) 610-9445 or DHayes@SpokanePolice.org, as soon as possible.

In the event the Van requires decontamination for any reason (ie. due to hazmat or other chemical, radiological, or biological contamination), it will be the sole responsibility of the Agency who was in control of the Van at the time of the contamination to ensure the Van is properly cleaned and restored to full working order, at a high level of cleanness, safety, and mechanical soundness and thereafter placed back into service as soon as possible.

B. Required Training

Prior to using the Van, all commissioned staff from both Agencies who require access to the Van shall receive roll call training on how to locate the keys, the procedures for operating the wheelchair lift, standard functions of the vehicle, as well as refueling and maintenance notification procedures.

C. Check Out Procedure

A sign-out sheet will be placed near the location where the Van is parked at all times. Whenever Agency personnel utilizes the Van, said personnel shall sign the Van out and provide a contact number where that person can be reached. Use of the Van by Agency personnel is strictly contingent upon signing the sign-out sheet and providing any required information. Any failure of Agency personnel to sign the required sign-out sheet shall constitute a material breach of this Agreement.

D. Vehicle Readiness

All Agency personnel who use the Van shall:

1. Return it to its original storage location, located at the DEM Building Garage, when not in use;
2. Maintain/return/leave the Van in a manner that ensures that it can be quickly deployed (ie. the Van is left with at least 3/4 tank of gas and that all personal equipment is removed);
3. Inspect the Van in its entirety before and after each use to ensure that anyone transported did not leave a weapon or contraband;
4. Ensure the interior and the exterior of the Van remain clean and free of any trash, waste, or other similar materials; and
5. Immediately notify the SPD Fleet Staff in Section II of this Agreement in the event of any mechanical issue with the Van or if any other problems arise.

If either Agency has to put the vehicle “out of service” due to a mechanical issue or other reason (decontamination, collision, etc.), the Shift Supervisor of the responsible Agency shall notify: (1) SPD Fleet Staff, (2) the COUNTY Patrol Division Commander, and (3) the SPD Patrol Division Commander; so they can notify their staff. When the Van is back “in service”, these three individuals shall be notified again as to the restoration of “in service” status.

E. Vehicle Modifications

The Van shall not in any way be altered from its original state unless the COUNTY Fleet Manager expressly approves said modifications in writing. At no time shall any Agency equipment be kept in the Van, other than that approved in writing by the COUNTY Fleet Manager, and the Van shall not be used for any purpose other than it’s intended use.

IV. ADMINISTRATORS. This Agreement shall be administered by the Parties’ designated representatives below:

Spokane Police Department	Spokane County Sheriff’s Office
Major Eric Olsen Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: eolsen@spokanepolice.org P: (509) 835-4505	Undersheriff Mike Kittilstved Spokane County Sheriff’s Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: mkittilstved@spokanesherriff.org P: (509) 477-3355

V. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	Spokane County Sheriff's Office
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Ozzie Knezovich Sheriff Spokane County Sheriff's Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: oknezovich@spokanesherriff.org P: (509) 477-3277

VI. INSURANCE.

A. Spokane Police

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program. The City shall furnish written evidence of its self-insurance to the COUNTY within 30 days of the Agreement becoming effective.

B. Spokane County Sheriff

The County is Self-insured for Workers Compensation (\$1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers

and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County.

The Pool's liability coverage limits of \$10,000,000, per occurrence, provide coverage for general, auto, employment liability as well as liability stemming from errors and omissions and exceed limits required by the Agreement and have Excess Liability Insurance Policy covers all operations and applies over the Pool's primary liability coverage layer. The Pool's MLC will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as a named insured.

Liability coverage afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

The County will furnish the City a Memorandum of Liability Coverage document within 30 days of the Agreement becoming effective. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

VII. INDEMNIFICATION.

The Agency using the Van at that time shall be responsible for any damage, repair, liability, and any other legal issues that arise from its use.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or SPD employees or agents while performing work authorized under this Agreement, the parties agree as follows:

- A. COUNTY shall protect, defend, indemnify, and hold harmless the SPD, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY shall not be required to indemnify, defend, or save harmless the SPD if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the SPD. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- B. SPD shall protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The SPD shall not be required to indemnify, defend, or save

harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

For this purpose, the COUNTY and SPD, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the SPD or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

VIII. TERMINATION.

This Agreement may be terminated for or without cause, in whole or in part, for convenience, or for any reason whatsoever by either Party by submitting a written Notice of Termination to the other Party in accordance with Section V herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

IX. COMPLIANCE WITH LAWS.

The Parties shall observe all applicable local, state, and federal laws, regulations, orders, writs, injunctions, and/or decrees, to the extent that they may be applicable to the terms of this Agreement.

X. GOVERNING LAW; VENUE.

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

XI. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

XII. ENTIRE AGREEMENT.

This written Agreement, together with the Exhibits attached hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

XIII. MODIFICATION.

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

XIV. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

XV. NONDISCRIMINATION.

During the performance of this Agreement, the Parties, their employees, and agents shall not discriminate against any person on the basis of race; religion; color; sex; gender identity and expression; medical conditions related to any sensory, mental, or physical condition; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

XVI. ETHICAL PRACTICES.

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

XVII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

XVIII. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section II above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties. See provisions in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts arising from this Agreement.
- G. Termination. See Section VIII above.

XIX. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and the other documents listed in this Agreement as Exhibits, and all modifications and change orders issued subsequent thereto. These form a contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is as follows:

- 1. This Agreement; and
- 2. Amendments or Modifications to this Agreement.

XX. REMEDIES.

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXI. DISPUTE RESOLUTION.

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (“DRP”), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receipt of such notice the Parties shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator in Spokane County, Washington to aid the Parties in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The Parties shall act in good faith as to resolving disputes through mediation.
- Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either Party may bring suit in the courts of competent jurisdiction within Spokane County, Washington.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

XXII. WAIVER.

No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to

require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

XXIII. ASSIGNMENT AND DELEGATION.

No Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the express written consent of the other Party.

XXIV. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the Spokane County, School District, Stevens County, and COUNTY and not for the benefit of any third-parties.

XXV. SUBCONTRACTS.

Except as otherwise provided herein, a Party shall not enter into subcontracts for any of the work to be performed under this Agreement without obtaining express written approval from each Party to this Agreement.

XXVI. SEVERABILITY.

Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

XXVII. FORCE MAJEURE.

Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public enactments, labor disputes, or other circumstances which cannot be forecast or provided against.

XXVIII. TIME IS OF THE ESSENCE.

Time is and will be of the essence for each term and provision of this Agreement.

XXIX. HEADINGS.

The section headings appearing in this Agreement have been inserted solely for convenience and ready reference. In no way do they purport to, and shall not be deemed

to, define, limit, or extend the scope or intent of the sections to which they appertain.

XXX. COOPERATION.

The Parties agree to cooperate and work together to the best of their abilities to effectuate the purpose of this Agreement.

XXXI. EXECUTION AND APPROVAL.

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this _____ day of _____ 2022.

SPOKANE POLICE DEPARTMENT

SPOKANE COUNTY

By: Craig Meidl
Title: Chief of Police

Mary L. Kuney, Chair

Date: _____

Al French, Vice-Chair

Josh Kerns, Commissioner

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

By: Ginna Vasquez
Title: Clerk of Spokane County

Date: _____

Date: _____

Approved as to form:

Sheriff:

By: Lynden Smithson
Title: City Attorney

Ozzie Knezovich, Spokane County Sheriff

Date: _____

Date: _____

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart and Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Interlocal Agreement for use of transport van
Summary (Background)	<p>The City of Spokane Police Department and the Spokane County Sheriffs Office identified a common need of a law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in a police vehicle.</p> <p>SCSO was able to procure a transport van and is willing to share responsibilities and utilization of the van with SPD.</p> <p>SPD and the City will be responsible for routine vehicle maintenance and major repairs will be shared equally. The van will remain the property of the County.</p> <p>Agreement term 9/1/2022 to 12/31/2026.</p>
Proposed Council Action & Date:	Approval of interlocal ageement
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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Agenda Sheet for City Council Meeting of:
10/03/2022

Date Rec'd	9/22/2022
Clerk's File #	ORD C36282
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0370 - SBO FOR RETAINAGE PAYMENT AND VEHICLE ACQUISITION		

Agenda Wording

Salary savings SBO transferring \$330,000 from personnel to replace four pickup trucks and pay the final amounts for the Construction Management (CM) building.

Summary (Background)

The SBO would utilize funds from Eng. Services salary savings for retainage payment (\$102,000) for the CM building replacement, necessitated by the transfer of the underlying property to Spokane Public Schools, was constructed in 2020 and 2021. The four replacement pickup trucks that, at the end of their service life, will be replaced with electric Ford F-150 Lightning pickups used by construction inspectors (total cost \$228,000).

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ (\$330,000)	<u>Budget Account</u>	# 0370-various personnel
Expense	\$ \$228,000		# 0370-30210-94000-56404-99999
Expense	\$ \$102,000		# 0370-tbd
Select	\$		#

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	Finance 9/19
<u>Council Sponsor</u>	Wilkerson/Kinnear

Distribution List

<u>Additional Approvals</u>	kgoodman@spokanecity.org
<u>Purchasing</u>	dbuller@spokanecity.org
<u>MANAGEMENT & BUDGET</u>	ddaniels@spokanecity.org
	jgraff@spokanecity.org

Committee Agenda Sheet

Finance & Administration

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO for Budget Transfer to Pay Construction Management Bldg Retainage & Purchase of 4 Pickups
Summary (Background)	<ul style="list-style-type: none"> The Construction Management building replacement, necessitated by transfer of the underlying property to Spokane Public Schools, was constructed in 2020 and 2021. The last bill is retainage which we withheld per state law in the amount of \$102,000. Engineering Services proposes to replace four pickup trucks at the end of their service life with electric Ford F-150 Lightning pickups for use by Engineering Services construction inspectors at a total cost of \$228,000. With Council approval, we propose to pay for the above proposed capital expenditures totaling \$330,000 with salary savings from Engineering Services. These savings were generated by vacancies over the past 8 months caused by an inability to fill positions due to ongoing labor shortages. All but two of the vacant positions have now been filled and recruitment is underway to fill those two.
Proposed Council Action & Date:	Approval of SBO on October 3, 2022
Fiscal Impact: Total Cost: <u>\$330,000</u> Approved in current year budget? <input type="checkbox"/> Yes X No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: salary savings Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

ORDINANCE NO C36282

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Senior Engineer position, including benefits, by \$127,500.
- 2) Decrease the appropriation for a Public Works Lead Inspector position, including benefits, by \$120,000.
- 3) Decrease the appropriation for an Engineering Tech I position, including benefits, by \$21,250.
- 4) Decrease the appropriation for an Engineer in Training position, including benefits, by \$21,250.
- 5) Decrease the appropriation for a Director of Engineering Services position by \$35,000.
- 6) Decrease the appropriation for a Program Professional position by \$5,000.
- 7) Increase the appropriation for vehicles by \$228,000.
- 8) Increase the appropriation for a relocation retainage payment by \$102,000.
- (A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace four pickup trucks and pay the last retainage bill for the Construction Management building, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of: 10/03/2022

Date Rec'd	9/21/2022
Clerk's File #	ORD C36284
Renews #	

Submitting Dept	PMO	Cross Ref #	
Contact Name/Phone	TONYA WALLACE 625-6845	Project #	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5750 - SBO OFFICE OF PERFORMANCE MANAGEMENT CONTRACTUAL SERVICES		

Agenda Wording

PMO is requesting Council's approval of an SBO to transfer \$100,000 from Criminal Justice Assistance Fund reserves to PMO contractual services to pay for a Program Manager from Volt Workforce Solutions for the Community Safety Initiative program.

Summary (Background)

The Community Safety Initiative workgroup (formerly Criminal Justice Workgroup) of elected officials and department heads has been re-established following a pause during the pandemic. This group will begin working to develop solutions to positively impact the health/safety of Spokane's citizens. In order to be successful this initiative will require full-time Senior-Level Project Management experience. A Senior Project Manager candidate with the experience to fill this role has been identified.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 100,000	# 1910-18100-97184-80101-99999
Revenue	\$ (100,000)	# 5750-73250-99999-39732-99999
Expense	\$ 100,000	# 5750-73250-18880-54201-99999
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FREDRICKSON, DUSTY	<u>Study Session\Other</u> F&A Committee 9/19/22
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CP Beggs & CM Cathcart
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA	

Committee Agenda Sheet

Finance & Administration

Submitting Department	Project Management Office
Contact Name & Phone	Dusty Fredrickson (509) 435.2569
Contact Email	dfredrickson@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO - PMO Contractual Services
Summary (Background)	<p>As public safety continues to rise as the primary concern of Spokane citizens, the Criminal Justice Workgroup has been re-established following a pause during the COVID-19 pandemic and staffing changes across the organization.</p> <p>Now known more broadly as the Community Safety Initiative, a workgroup of cross-branch leadership, including elected officials and city department heads will begin developing solutions in the second half of 2022 aimed at addressing operational efficiencies that will directly impact the health and safety of all citizens of Spokane.</p> <p>To accomplish this goal, the team will leverage best practice Project Management and Continuous Improvement methodology to identify, prioritize and execute initiatives that enhance the City's tools for responding to Community Safety challenges and opportunities.</p> <p>This initiative requires full time Senior-Level Project Management experience to structure and administer the program, as well as manage the execution and implementation of the solutions developed by the workgroup.</p> <p>The Project Management Office (PMO) has identified a Senior Project Manager candidate from Volt Workforce Solutions with the experience to fill the role of Program Manager for the Community Safety Initiative. Due to staffing shortages and current assignments, the PMO has been utilizing contractual services for targeted assignments and recommends this approach to ensure adequate resources are assigned to address a need as urgent and critical to the community as safety.</p> <p>The department requests a transfer of \$100,000 from the Criminal Justice Assistance Fund reserves to PMO contractual services to secure this vendor resource through the end of the year.</p> <p>This contract capacity will be allocated to Volt Resource Solutions (SC 2017-0876). Without the support for this role, it is unlikely the Community Safety Initiative program will be successfully implemented due to the complexity of the subject matter and would likely be put on hold until Q1 or Q2 2023 when it is expected the PMO SR Project Manager position can be filled.</p>

Proposed Council Action & Date:	SBO Approval – October 3, 2022
Fiscal Impact: Total Cost: <u>\$100,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Criminal Justice Assistance Fund Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <i>The operational solutions expected from of this workgroup are intended to address community safety related challenges across all communities in the Spokane City population while emphasizing an improvement of recidivism for those involved in our Municipal Criminal Justices process.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>This September, the remaining components of the new Municipal Court Legal Case Management system (e.g. eSeries) will be live. For the first time, the City will have access to data integrated (and standardized) across the four Municipal Criminal Justice agencies (e.g. Court, Supervision, Prosecution and Defender).</i> <i>The PMO Performance Measures team will work closely with Agency and Community Safety Initiative workgroup leadership to identify and collect appropriate ‘demographic-related’ data while observing the necessary data analysis and dissemination controls.</i>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>Please reference the answer above. In the same spirit of the ‘demographic-related’ data, programmatic performance data can also be harvested from the eSeries solution to gauge the performance of implemented solutions. Again, agency and workgroup leadership will play a key role in ensuring data is responsibly and appropriately collected, reported and disseminated.</i>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>This initiative is intended to deliver outcomes that support a wide-range of plans, policies, etc. that pertain to improving topics that the community and the City consider safety-oriented.</i>	

ORDINANCE NO C36284

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Criminal Justice Assistance Fund and the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Criminal Justice Assistance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$100,000.
- (A) Of the increased appropriation, \$100,000 is provided solely as a transfer-out to the Office of Performance Management department.

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

- 1) Increase revenue by \$100,000.
- (B) Of the increased revenue, \$100,000 is provided solely as a transfer-in from the Criminal Justice Assistance Fund.
- 2) Increase appropriation by \$100,000.
- (C) Of the increased appropriation, \$100,000 is provided solely for contractual services.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide full time senior-level project management expertise to the Community Safety Initiative, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	10/4/2022
Clerk's File #	ORD C36294
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	CP BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0320 - SBO FOR THERAPEUTIC COURT FUNDING		

Agenda Wording

This action arises from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030.

Summary (Background)

Given the budget reductions of the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via SBO for 2022. This item is being refiled for consideration after failing to have five votes during the 8/15 Legislative Session.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$ (55,000)

Neutral \$ (16,300)

Neutral \$ 5,000

Neutral \$ 55,000

Budget Account

0560-13100-12500-09580-99999

0560-13100-12500-52***-99999 (benefits)

0560-13100-12500-54902-99999

0560-13100-12500-54201-99999

Approvals

Dept Head ALLERS, HANNAHLEE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other Public Safety 7/11 and

Council Sponsor CP Beggs; CM Stratton

Distribution List

hdelaney@spokanecity.org

mdiamond@spokanecity.org

jlargent@spokanecity.org

kbustos@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$** 2,200

Select **\$** 1,100

Budget Account

0560-13100-12500-54451-99999

0560-13100-12500-53101-99999

Distribution List

ORDINANCE NO. C36294

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.
- 2) Increase the appropriation for registration/schooling by \$5,000.
- 3) Increase the appropriation for professional services by \$55,000.
- 4) Increase the appropriation for advertising by \$2,200.
- 5) Increase the appropriation for office supplies by \$1,100.
- 6) Increase the appropriation for operating supplies by \$8,000.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet (Public Safety & Community Health)

Submitting Department	Municipal Court																								
Contact Name & Phone	Howard F. Delaney / 509-625-4400																								
Contact Email	hdelaney@spokanecity.org																								
Council Sponsor(s)	CP Beggs																								
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Min</u>																								
Agenda Item Name	SBO – Therapeutic Court Funding																								
Summary (Background)	<p>Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court.</p> <p>To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget.</p> <p>As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022.</p> <p>Given the budget reductions the Court experienced in its M&O budget lines in the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via an SBO for the remainder of 2022 and will be submitting a request to embed therapeutic court finding in its budget submission for 2023.</p> <p>It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs."</p> <p>Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved.</p> <p>For 2022, the funding specifically requested for the internal therapeutic courts are as follows:</p> <p>Community Court</p> <table> <tr><td>Training – Motivational Interviewing</td><td>\$5,000</td></tr> <tr><td>Program Information Publications</td><td>\$750</td></tr> <tr><td>Parking – Providers & Staff</td><td>\$2,500</td></tr> <tr><td>Incentives/Awards</td><td>\$750</td></tr> <tr><td>City Hall Security</td><td>\$5,000</td></tr> <tr><td>Birth Certificates/ID.....</td><td><u>\$3,750</u></td></tr> <tr><td><i>Total Community Court.....</i></td><td><i>\$17,750</i></td></tr> </table> <p>DUI Court</p> <table> <tr><td>Random Alcohol & Drug Testing</td><td>\$50,000</td></tr> <tr><td>Incentives/Awards</td><td>\$1,000</td></tr> <tr><td>Program Material/Binders.....</td><td>\$500</td></tr> <tr><td>Program Information Publications/Medical Cards.....</td><td><u>\$1,000</u></td></tr> <tr><td><i>Total DUI Court</i></td><td><i>\$52,500</i></td></tr> </table>	Training – Motivational Interviewing	\$5,000	Program Information Publications	\$750	Parking – Providers & Staff	\$2,500	Incentives/Awards	\$750	City Hall Security	\$5,000	Birth Certificates/ID.....	<u>\$3,750</u>	<i>Total Community Court.....</i>	<i>\$17,750</i>	Random Alcohol & Drug Testing	\$50,000	Incentives/Awards	\$1,000	Program Material/Binders.....	\$500	Program Information Publications/Medical Cards.....	<u>\$1,000</u>	<i>Total DUI Court</i>	<i>\$52,500</i>
Training – Motivational Interviewing	\$5,000																								
Program Information Publications	\$750																								
Parking – Providers & Staff	\$2,500																								
Incentives/Awards	\$750																								
City Hall Security	\$5,000																								
Birth Certificates/ID.....	<u>\$3,750</u>																								
<i>Total Community Court.....</i>	<i>\$17,750</i>																								
Random Alcohol & Drug Testing	\$50,000																								
Incentives/Awards	\$1,000																								
Program Material/Binders.....	\$500																								
Program Information Publications/Medical Cards.....	<u>\$1,000</u>																								
<i>Total DUI Court</i>	<i>\$52,500</i>																								

	<p>Veteran's Court Program Information Binders.....\$600 Program Information Publications<u>\$450</u> <i>Total Veteran's Court</i>.....\$1,050 <i>Total All Therapeutic Courts</i>.....\$71,300</p> <p>SBO From: Salary Savings – Community Court Coordinator, \$71,300</p> <p>Training - \$5,000: To: 0560-13100-12500-54902 Registration/Schooling Alcohol/Drug Testing Vouchers & Security- \$55,000: To: 0560-13100-12500-54101 - Professional Services Program Brochures - \$2,200: To: 0560-13100-12500-54451 - Advertising Program Material/Binders – \$1,100: To: 0560-13100-12500-53101 - Office Supplies Incentives & Awards: \$1,750 To: 0560-13100-12500-53201 - Operating Supplies Parking Reimbursement/Birth Certificates & IDs – \$6,250 To: 0560-13100-12500-53201- Operating Supplies</p>
Proposed Council Action & Date:	<p>Approve the SBO July 25, 2022</p>
<p>Fiscal Impact: Total Cost: \$71,300 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Internal Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The therapeutic (problem solving) court model assists historically excluded communities in more successfully navigating our complex criminal justice system and increases effectiveness in producing behavioral change in the population.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	
<p>Data points related to the demography of those under supervision in all Court/CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.</p>	

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

Data points from all Court/CJS programs are continually collected and analyzed to monitor the effectiveness of all Court/CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, “eSupervision”, slated to go live later this year.

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

The improvement in therapeutic (problem solving) court funding as anticipated and the resulting additions to available program resources is a critical element of the City’s criminal justice reform efforts.



Agenda Sheet for City Council Meeting of: 10/17/2022

<u>Date Rec'd</u>	10/3/2022
<u>Clerk's File #</u>	ORD C36295
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JACQUI 625-4109 MACCONNELL
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0680 - PRE-APPROVAL OF 2023 AMMUNITION ORDER

Agenda Wording

Special budget ordinance and order approval of SPD's 2023 ammunition order. This would allow the department to order ammunition now with expected shipment and receipt not occurring until 2023. This will begin a one-year order ahead process.

Summary (Background)

The Spokane Police Department is requesting pre-approval of funds to place our 2023 ammunition order as soon as possible prior to further, additional, significant, price increases. Proposed 2023 budgeted amount for department ammunition is currently \$200,000. SPD is requesting a SBO to access that budget now in order to place the 2023 ammunition order before price increases of 14-15% go into effect at the end of October 2022. Ammunition would not be received and/or paid for until 2023.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 200,000	# 0680-11460-21400-53206-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	OLSEN, ERIC	<u>Study Session\Other</u> PSCHC 10/03/2022
<u>Division Director</u>	OLSEN, ERIC	<u>Council Sponsor</u> CM Bingle/Stratton/Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	spdfinance
<u>For the Mayor</u>	PERKINS, JOHNNIE	jmacconnell
<u>Additional Approvals</u>		apotter
<u>Purchasing</u>		swohl
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA	

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Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Police Department
Contact Name & Phone	Jacqui MacConnell, 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmembers Bingle/Stratton/Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO Ammunition Order-Ahead
Summary (Background)	<p>The Spokane Police Department is requesting pre-approval of funds to place our 2023 ammunition order as soon as possible prior to further, additional, significant, price increases.</p> <p>Proposed 2023 budgeted amount for department ammunition is currently \$200,000. SPD is requesting a SBO to access that budget now in order to place the 2023 ammunition order before price increases of 14-15% go into effect at the end of October. Ammunition would not be received and/or paid for until 2023.</p>
Proposed Council Action & Date:	Approval of SBO Oct. 17th
Fiscal Impact: Total Cost: <u>\$200,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SPD operating budget under General Fund Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	

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

n/a

ORDINANCE NO C36295

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation in ammunition by \$200,000.
 - A) Of the increased appropriation, \$200,000 is to be used solely for the procurement of 2023 department ammunition.
 - B) This is an increase to the overall appropriation level in the General Fund and will be funded by General Fund unappropriated reserves.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to order next year ammunition now in order to avoid significant price increases, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date