

CITY OF SPOKANE



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 April 17, 2023, 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 April 17, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2483 972 7210; 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, April 17, 2023. 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 17, 2023

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 their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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

Spokane Airport Board: One Reappointment

Approve

CPR 1982-0071

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Deferred from March 27, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle) | Approve | OPR 2023-0246 |
| Tom Williams | | |
| 2. Additional funds for previously approved purchase from Freightliner Northwest (Spokane) for a Dump Body for an F550 4x4 Diesel for the Code Enforcement Department for a sub-frame that was not included in the original quote and painting of the body—increase of \$6,213. Total purchase amount: \$45,075.65. (Council Sponsors: Council Members Kinnear and Bingle) Rick Giddings | Approve | OPR 2021-0630
RFB 4401-17 |

- | | | |
|--|--|---|
| <p>3. Contract Extension and Renewal 3 of 4 with Mega Wash LLC (Spokane) for car wash services for the Fleet Services Department—\$80,000 (incl. tax). (\$15,000 for extension and \$65,000 for renewal.) (Council Sponsor: Council Member Stratton
 Rick Giddings</p> | <p>Approve</p> | <p>OPR 2020-0344</p> |
| <p>4. Low Bid of (to be determined at bid opening to be held on April 10, 2023) (City, ST) for TJ Meenach Drive Siphon Vaults Project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council Member Kinnear)
 Dan Buller</p> | <p>Approve</p> | <p>OPR 2023-0409
ENG 2010132</p> |
| <p>5. Amendment No. 3 to Agreement regarding Spokane River Stewardship Partners (SRSP) funding/cost share allocations, extending the term to February 2026, and reflecting Kaiser Aluminum’s termination of participation in the SRSP—\$40,025. (Council Sponsors: Council Members Kinnear and Bingle)
 Jeff Donovan</p> | <p>Approve</p> | <p>OPR 2013-0683</p> |
| <p>6. Four-year Master Public Works Maintenance Agreement with Wayne-Dalton (Spokane Valley, WA) for annual on-call garage door and electric gate repair—\$150,000 annually. (Council Sponsor: Council Member Stratton)
 Thea Prince</p> | <p>Approve</p> | <p>OPR 2023-0410
IPWQ 5843-23</p> |
| <p>7. Third Contract Amendment/Extension with Archbright Workplace Performance Experts (Seattle, WA) to provide Human Resources Operation Support for the Human Resources Department from April 1, 2023 through June 30, 2023—additional \$60,000. Total contract amount: \$220,000. (Council Sponsor: Council Member Kinnear)
 Mike Piccolo</p> | <p>Approve</p> | <p>OPR 2022-0551</p> |
| <p>8. Report of the Mayor of pending:</p> <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> <p>b. Payroll claims of previously approved obligations through_____, 2023: \$_____.</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2023-0002</p> <p>CPR 2023-0003</p> |
| <p>9. City Council Meeting Minutes: _____, 2023.</p> | <p>Approve
All</p> | <p>CPR 2023-0013</p> |

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0029 Establishing the City’s intent to transition the Cannon Street Shelter, located at 527 S. Cannon Street, into a Homeless Respite Facility. (Council Sponsors: Council President Beggs and Council Member Kinneer)
Council Member Kinneer
- ORD C36376 Relating to City Council office staff; amending sections 2.005.010, 2.005.030, 2.005.050, and 2.005.060 of the Spokane Municipal Code and adopting new sections 2.005.070, 2.005.080, 2.005.090 and 2.005.100 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Zappone)
Council President Beggs
- ORD C36377 Relating to the executive and administrative organization of the City; amending SMC section 3.01A.215 (changes Accounting Department to Accounting and Grants Department). (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Tonya Wallace

FIRST READING ORDINANCES

- ORD C36379 Concerning loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places; amending section 10.60.030 and creating a new section 10.60.100 of the Spokane Municipal Code. (Council Sponsors: Council Members Bingle and Cathcart)
Council Member Cathcart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for April 17, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

The April 17, 2023, Regular Legislative Session of the City Council is adjourned to April 24, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dmoss@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

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

04/17/2023

Date Rec'd

4/3/2023

Clerk's File #

CPR 1982-0071

Renews #**Submitting Dept**

MAYOR

Cross Ref #**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 SPOKANE AIRPORT BOARD

Agenda Wording

0520 Reappointment to Spokane Airport Board Nancy L. Vorhees term: 3 years 5/1/2023-4/30/2026

Summary (Background)

0520 Reappointment to Spokane Airport Board Nancy L. Vorhees term: 3 years 5/1/2023-4/30/2026

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

PERKINS, JOHNNIE

lkrauter@spokaneairports.net

Additional Approvals

twoodard@spokaneairports.net

Purchasing



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0246
Renews #	
Cross Ref #	OPR 2022-0777
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS 7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 SREC SERVICE LEVEL AGREEMENT

Agenda Wording

Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

Summary (Background)

The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

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

Expense	\$ 150,000 month	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	1/23/23 Committee Meeting
Council Sponsor	Council Members Cathcart and Bingle
Distribution List	
	Lori.Markham@srec911.org
	tmwilliams@spokanecity.org
Additional Approvals	bschaeffer@spokanecity.org
Purchasing	lsmithson@spokanecity.org
	kschmitt

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, 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 PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT 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 RECIPIENT. 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.

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER 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 RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER 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 PROVIDER. 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.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER 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.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. 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.

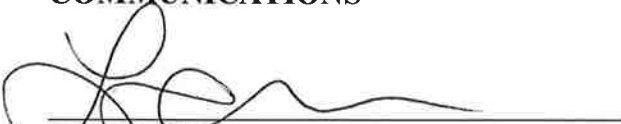
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By:

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2021-0630
Renews #	
Cross Ref #	
Project #	
Bid #	RFB #4401-17
Requisition #	BT

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET ADD ADDITIONAL MONIES TO PO 201172

Agenda Wording
 Approve additional funds for PO #201172 - Freightliner NW (Spokane, WA) - \$6,213.00

Summary (Background)
 On 9/27/2021 Council approved the purchase of a Dump Body from Freightliner Northwest (Spokane WA) OPR 2021-0630 for \$38,862.65. There has been an increase to this purchase for \$6,213.00 for a sub-frame that was not included in the original quote and painting of the body per the attached change order which makes the entire purchase amount \$45,075.65 including sales tax.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 6,213.00	# 1200-58200-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 3/27/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear & CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	klouden@spokanecity.org	
Additional Approvals		Korlob@spokanecity.org	
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services Department
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Purchase of Body for F550 increase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	On 9/27/2021 Council approved the purchase of a Dump Body from Freightliner Northwest (Spokane WA) OPR 2021-0630 for \$38,862.65. There has been an increase to this purchase for \$6,213.00 for a sub-frame that was not included in the original quote and painting of the body per the attached change order which makes the entire purchase amount \$45,075.65 including sales tax.
Proposed Council Action	Approve increase to purchase
Fiscal Impact Total Cost: <u>\$45,075.65</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: Code Enforcement Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing Fleet Cost analysis and vehicle price comparison.	
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? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	



GORDON TRUCK CENTERS DEALER FAMILY

Change Order

Customer: City Of Spokane
Contact: Thea Prince

Date: 3/13/2023

Address: 915 N. Nelson St
Spokane, WA 99202

Salesperson: Jim Banner

Phone: (509) 655 0959
Email: tprince@spokanecity.org

Unit Number: 429024

P.O. Number: 201172-000

Authorization is requested for the following items:

- 1) It was determined that a sub-frame was required to mount the scissor hoist which was not included in the original quote and will require additional material and labor.
- 2) Due to the delay on the Ford chassis, in the time that has passed since this P.O. was given (9/29/2021) the body manufacturer (Tafco) no longer ships bodies painted from the factory and this will now require paint and labor.

Sub Total: \$5,700.00

Sales Tax 9%: \$ 513.00

Total: \$6,213.00

Accepted By: *Rick Giddings*

Date: 3/13/23






Change Order 429024 PO 201172

Final Audit Report

2023-03-13

Created:	2023-03-13
By:	Thea Prince (tprince@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCPT70J-3Cg7i3zwh-ecWKqdfYmXK1xC

"Change Order 429024 PO 201172" History

-  Document created by Thea Prince (tprince@spokanecity.org)
2023-03-13 - 4:35:34 PM GMT- IP address: 174.231.148.216
-  Document emailed to Richard Giddings (rgiddings@spokanecity.org) for signature
2023-03-13 - 4:35:48 PM GMT
-  Email viewed by Richard Giddings (rgiddings@spokanecity.org)
2023-03-13 - 4:36:33 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)
Signature Date: 2023-03-13 - 4:36:47 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2023-03-13 - 4:36:47 PM GMT

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

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2020-0344
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24801

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - FLEET EXTENSION AND RENEWAL - MEGA WASH CONTRACT

Agenda Wording

Approve Contract Extension and Contract Renewal #3 of #4 with Mega Wash LLC (Spokane WA)- \$15,000 additional need for Extension and \$65,000 for the Contract Renewal for a total of \$80,000 including tax.

Summary (Background)

In 2020 Purchasing put out an RFQ for Car Wash Services - MegaWash was the lowest responsive bidder, and a contract was processed for Not To Exceed \$49.5k. The original contract as well as the first extension were slightly overspent, so we need to amend the current renewal adding \$15k to it. We are also asking for approval to enter into Renewal #3 for \$65k to run through March 31, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 80,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-54201-99999

#

#

#

Approvals**Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,
MARGARET**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** UE 3/13/23**Council Sponsor** CM Stratton**Distribution List**

tprince@spokanecity.org

Fleet Services Accounting

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	625-7706 rgiddings@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet Services Extension to Renewal #2 and Renewal 3 of MegaWash Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In 2020 Purchasing put out an RFQ for Car Wash Services – MegaWash was the lowest responsive bidder, and a contract was processed for Not To Exceed \$49.5k. The original contract as well as the first extension were slightly overspent, so we need to amend the current renewal adding \$15k to it. We are also asking for approval to enter into Renewal #3 for \$65k to run through March 31, 2024.
Proposed Council Action	Approve Extension to the Current Contract and Renewal #3
Fiscal Impact Total Cost: <u>80,000.00</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: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected apart from City Purchasing guidelines.	
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? Aligns with Centralized Fleet Policy.	



City of Spokane
CONTRACT EXTENSION
Title: MEGA WASH LLC. FOR CAR WASHING SERVICES FOR THE CITY OF SPOKANE

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MEGA WASH, LLC**, whose address is 1111 Maple Street, Spokane, Washington, 99201, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Car Wash Services for the City of Spokane’s Fleet Department; and,

WHEREAS, additional time is required and, thus, the time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 24, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Extension shall become effective on March 15, 2023 and shall run through March 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTEEN THOUSAND AND 00/100 (\$15,000.00)**, plus tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this 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 Extension 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 Renewal by having legally-binding representatives affix their signatures below.

MEGA WASH, LLC

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: MEGA WASH LLC. FOR CAR WASHING
SERVICES FOR THE CITY OF SPOKANE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MEGA WASH, LLC**, whose address is 1111 Maple Street, Spokane, Washington, 99201, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Car Wash Services for the City of Spokane’s Fleet Department; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 24, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2023 and shall run through March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY-FIVE THOUSAND AND 00/100 (\$65,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

MEGA WASH, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

23-047

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

<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)



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	OPR 2023-0409
Renews #	
Cross Ref #	
Project #	2010132
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – TJ MEENACH SIPHON VAULTS (2010132) – TO BE DETERMIN

Agenda Wording

Low Bid of (to be determined at bid opening to be held on April 10, 2023) (City, ST) for TJ Meenach Drive Siphon Vaults - \$__. An administrative reserve of \$__, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood)

Summary (Background)

On April 3, 2023 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of \$3,252,715.50; __ other bids were received as follows: (to be determined). All information will be provided prior to the 4/10/23 council meeting.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 0
Select	\$
Select	\$
Select	\$

Budget Account

#	4250-98817-94350-56501-14482
#	
#	
#	

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 3/27/23
Council Sponsor	KINNEAR
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	jgraff@spokanecity.org
	ddaniels@spokanecity.org
	pyoung@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	TJ Meenach Tie-In Project
Summary (Background)	<ul style="list-style-type: none"> This briefing paper is an update to the briefing paper submitted for the November 2022 PIES meeting which covered all of the Cochran stormwater projects. The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to address this issue. Engineering Services has formulated the series of projects shown on the attached exhibit which began in 2021 and are scheduled wrap up in early 2024. All of those projects and the status of each is shown in the attached exhibit. The subject of this briefing paper is the connection of the second 60" diameter siphon to the existing 60" sewer. This connection involves large concrete vaults at either end of the siphon and a complicated changeover procedure. This project will have minimal impacts to the public as it occurs outside any streets. This is the last project to bid in the Cochran series of projects. These Cochran basin projects are largely funded with multiple state grants and loans.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in March, 2023, begin construction in August 2023 and finish construction in fall 2023 or spring 2024. Due to materials delays, the construction could be delayed one year.
Fiscal Impact: Total Cost: <u>The estimated cost is approximately \$3.5M</u> Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) 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?	

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.

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?

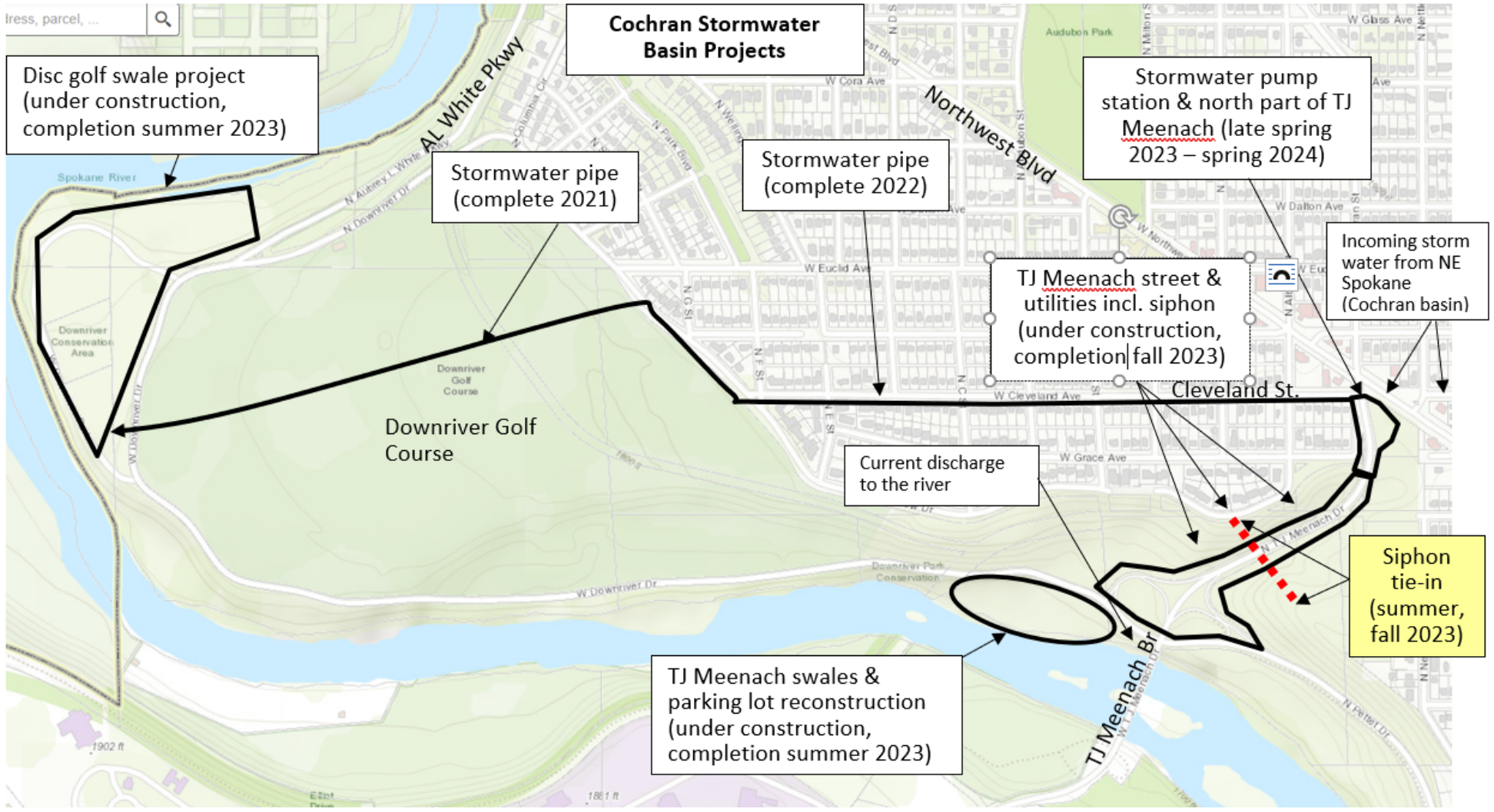
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.





Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/3/2023
Clerk's File #	OPR 2013-0683
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	JEFF DONOVAN 625-4638
Contact E-Mail	JDONOVAN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320 - AMENDMENT #3 TO AGREEMENT REGARDING SRSP

Agenda Wording
 Amendment #3 to Agreement Regarding the Spokane River Stewardship Partners Funding/Cost Share Allocations.

Summary (Background)
 SRSP is a collaboration of the Spokane River dischargers which was established approximately 2007 to address the Spokane River Dissolved Oxygen TMDL (DO TMDL). Original members were City of Spokane, Co. of Spokane, City of Liberty Lake, Kaiser Aluminum, and Inland Empire Paper Company. As of January 9, 2023, Kaiser Aluminum terminated its participation from the SRSP. Amendment #3 reflects Kaisers' withdrawal. Amendment No. 3 also extends the term by 1 month from January 2026 to February 2026

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 40,025.00	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	ARRINGTON, KYLE	Study Session\Other	PIES 3-27-23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear & CM Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kkeck@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org	
Purchasing		Tax & Licenses	
		ESchoedel@spokanecity.org	
		rgennett@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Wastewater Management
Contact Name	Jeff Donovan / Elizabeth Schoedel
Contact Email & Phone	ESchoedel@spokanecity.org #6232
Council Sponsor(s)	CM Kinnear & CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #3 to Agreement Regarding Spokane River Stewardship Partners Funding/Cost Share Allocations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Spokane River Stewardship Partners (SRSP) is a collaboration of the Spokane River dischargers which was established in approximately 2007 to address the Spokane River Dissolved Oxygen TMDL (DO TMDL). Members include City of Spokane, County of Spokane, City of Liberty Lake, Kaiser Aluminum, and Inland Empire Paper Company. As of January 9, 2023, Kaiser Aluminum terminated its participation from the SRSP. This Amendment #3 reflects Kaisers' withdrawal. Amendment No. 3 also extends the term by 1 month from January 2026 to February 2026, updates Exhibit C (cost share); and Exhibit D (invoice contacts). The City's proportionate share remains unchanged for 2023.
Proposed Council Action	Council consent agenda – April 10, 2023
Fiscal Impact	
Total Cost: <u>40,035.00</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: Wastewater Management	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? 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? This work will 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? 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?

This Amendment is consistent with the City's requirement for helping align City policies and efficiently address common water quality issues related to the Spokane Rive and Lake Spokane.



Amendment No. 3
Agreement Regarding Spokane River Stewardship Partners
Funding/Cost Share Allocations

This Amendment to the *Agreement Regarding Spokane River Stewardship Partners Funding/Cost Share Allocations* (the "SRSP Agreement") entered into by and among the members of the Spokane River Stewardship Partners ("SRSP") [each a "Participant"], which was incorporated into Avista Contract R-39492 between Avista and Dally Environmental LLC as *Exhibit B*, will be effective as of February 1, 2023. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the SRSP Agreement, the provisions of this Amendment will govern, and the contradicted, superseded, or inconsistent provisions will be amended accordingly.

The SRSP Agreement is amended as follows:

1. The Term of the SRSP Agreement defined under *Other Terms*, Subsection 2, as amended by Amendment No. 2, is deleted, in its entirety, and replaced with the following:
 - "2. Term: The SRSP Agreement, effective when signed by all Participants, shall continue in effect through February 15, 2026, unless: (i) Avista's Contract R-39492 with Dally Environmental LLC is terminated, or (ii) one or more of the Participants elects to discontinue its participation in the SRSP, in which event, the remaining Participants shall agree (in writing) to either continue or dissolve the SRSP."
2. In an email dated January 9, 2023, Kaiser Aluminum Fabricated Products, LLC, one of the Participants under the SRSP Agreement, terminated its participation. In accordance the *Other Terms*, Subsection 4 (Cost Allocation) of the SRSP Agreement, the remaining Participants may elect to have: (i) the proportional cost shares allocations recalculated, or (ii) the scope of work amended to reduce the costs in order to keep the funding at the same percentage level as the previous year. The remaining Participants have elected to amend the scope of work to keep the funding at the same percentage level as the previous year.
3. The attached "SRSP Coordination/Support" document, which reflects each Stakeholder's proportionate share of the Maximum Compensation applicable under the SRSP Agreement for calendar year 2023, is incorporated into this Amendment as "*Exhibit C (2023)*". For fiscal years 2024 and 2025, Avista will provide the SRSP Coordination/Support document reflecting each Participant's proportionate share of the Maximum Compensation for the applicable fiscal year to the Participants via email. Upon written approval of the SRSP Coordination/Support document (email acceptable), the updated Exhibit C will be incorporated into the SRSP Agreement by this reference. Nothing in this paragraph is intended to require any of the Participants to accept or commit to its proportionate share of the Maximum Compensation beyond the current calendar year.
4. This Amendment may be signed in any number of counterparts, each of which when signed will be an original, but all such counterparts will constitute one and the same instrument. The term "counterparts" includes full copies of such signed instruments delivered electronically.

Except as set forth in this Amendment, all other terms of the Agreement remain in effect.

[signature pages follow]

This Amendment has been signed by each of the Parties' authorized representatives as set forth below.

Avista Corporation:

By _____

Its: _____

Spokane County:

By _____

Its: _____

City of Spokane:

By _____

Its: _____

City of Coeur d'Alene:

By _____

Its: _____

City of Post Falls:

By _____

Its: _____

Liberty Lake Sewer and Water District:

By _____

Its: _____

Inland Empire Paper Company:

By _____

Its: _____

Hayden Area Regional Sewer Board:

By _____

Its: _____

Exhibit C (2023)

SRSP 2023 - Cost Estimate - February 1, 2023 through January 31, 2024

Kaiser portion removed - total contract = \$129,174.

Based on original 2020, \$150,000. cost share, less Kaiser portion (4)

SRSP Member	2020 Flow (MGD)(3)	Fixed Cost Percentage (2020)	2020 Cost Share	New SRSP Member Cost Percentage (2023)
			\$ 150,000	
City of Spokane Wastewater	30.7	13.345%	\$ 20,017.50	15.50%
City of Spokane Stormwater		13.345%	\$ 20,017.50	15.50%
Avista (2)		13.345%	\$ 20,017.50	15.50%
SUBTOTAL			\$ 60,052.50	

The remaining SRSP Members will share the remaining costs base on their flow split.

	2020 Flow (MGD)(3)	Remaining Member Flow Percentage (2020)	Remaining Cost Share Amount (2020)	New SRSP Member Cost Percentage (2023)
			\$ 89,948	
Kaiser (4)	5.8	23.2%	\$ 20,826	-
Spokane County	7.8	31.1%	\$ 28,007.60	21.68%
Post Falls	2.8	11.2%	\$ 10,054.01	7.78%
Coeur d'Alene	3.6	14.4%	\$ 12,926.59	10.01%
IEP	3	12.0%	\$ 10,772.16	8.34%
HARSB	1.2	4.8%	\$ 4,308.86	3.34%
Liberty Lake	0.85	3.4%	\$ 3,052.11	2.36%
SRSP Member Total Flow	25.05	1.000		100.00%

(1) - Lisa Dally Wilson Hourly Rate of \$150/hour

(2) - Avista will only be charged for work related to the Lake Spokane Dissolved Oxygen Total Maximum Daily Load.

(3) 2019 Average Annual Flow

(4) Kaiser portion of contract removed: new contract amount : \$ 129,174

SRSP FACILITATOR INVOICE CONTACTS:

<p>Avista Heide Evans, Environmental Budget Specialist P.O. Box 3727, MSC-1 Spokane, WA 99220-3727 509-495-4993 heide.evans@avistacorp.com</p>	<p>Inland Empire Paper Company Attention: Accounts Payable 3300 N. Argonne Spokane, WA 99212 (509) 924-1911 To: accounting@iepc.com Cc: lorimcmahon@iepc.com dougkrapas@iepc.com</p>
<p>City of Spokane Jeff Donovan and Heather Barnhart 4401 N Aubrey L. White Parkway Spokane, WA 99205 509-625-4600 jdonovan@spokanecity.org hbarnhart@spokanecity.org</p>	<p>Liberty Lake Sewer and Water District BiJay Adams 22510 East Mission Avenue Liberty Lake, WA 99019-8542 Phone: (509) 922-5443 bijay@libertylake.org</p>
<p>City of Coeur d’Alene: Mike Anderson, Ben Martin, and Torri Green 710 E. Mullan Ave. Coeur d'Alene, ID 83814 Ph: 208/769-2277 manderson@cdaid.org bmartin@cdaid.org tgreen@cdaid.org</p>	<p>Spokane County Rob Lindsay and Ben Brattebo Public Works 1026 West Broadway Ave Spokane, WA 99260-0430 (509) 477-3600 rlindsay@spokanecounty.org bbrattebo@spokanecounty.org</p>
<p>City of Post Falls Craig Borrenpohl 408 N Spokane Street Post Falls, ID 83854 (208) 457-3377 cborrenpohl@postfalls.gov acctpays@postfalls.gov</p>	<p>Hayden Area Regional Sewer Board Stephanie Oliver 10789 N. Atlas Rd. Hayden ID, 83835 208-772-0672</p>



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	OPR 2023-0410
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5843-23
Requisition #	MASTER CONTRACT

Submitting Dept	CONTRACTS & PURCHASING
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TBRINCE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5500 - MASTER CONTRACT FOR GARAGE DOOR/ELECTRIC GATE REPAIR

Agenda Wording

Approve a four (4) year Master Contract with Wayne Dalton (Spokane Valley, WA) for On-Call Garage Door/Electric gate Repair - \$150,000.00 annually.

Summary (Background)

An Informal PW Quote was issued for Annual Garage Door/Electric Gate Repair - two (2) responses were received with Wayne-Dalton being the lowest responsive responsible bidder. We are asking for approval to enter into a four (4) year Master Contract with Wayne Dalton for on-call garage door/electric gate repair.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$600,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head NECHANICKY, JASON

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing NECHANICKY, JASON

Council Notifications

Study Session\Other PIES 3/27/23

Council Sponsor CM Kinnear & CM Bingle

Distribution List

tprince@spokanecity.org

thagerty@Wayne-Dalton.com

kbustos@spokanecity.org

klong@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Purchasing Department
Contact Name	Thea Prince
Contact Email & Phone	tprince@spokanecity.org
Council Sponsor(s)	CM Kinnear and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Enter into Master Contract for Garage Door/Electric Gate Repair – On Call PW Maintenance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An Informal PW Quote was issued for Annual Garage Door/Electric Gate Repair – two (2) responses were received with Wayne-Dalton being the lowest responsive responsible bidder. We are asking for approval to enter into a four (4) year Master Contract with Wayne Dalton for on-call garage door/electric gate repair. Estimated annual expenditure is \$150,000.00
Proposed Council Action	Approve four (4) year Master Contract
Fiscal Impact	
Total Cost: <u>150,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? 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? Master contracts standardize service agreement ensuring consistency of service, reduced administrative costs, and better pricing through use of economies of scale city wide.	



City of Spokane
**MASTER PUBLIC WORKS
MAINTENANCE AGREEMENT**
**Title: ANNUAL GARAGE DOOR/ELECTRIC
GATE REPAIR – ON CALL**

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WAYNE-DALTON** whose address is 3808 North Sullivan Road, Bldg. 32, Suite C, Spokane Valley, Washington 99216 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide Annual Garage Door/Electric Gate Repair – On Call; and

WHEREAS, the Contractor was selected through IPWQ 5843-23.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 1, 2023 and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor 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 Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in the City’s IPWQ and the Contractor’s Response which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor 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 Contractor’s progress.

4. COMPENSATION / PAYMENT.

Annual compensation for Contractor’s on-call services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, in accordance with the hourly rates and applicable material mark-ups stated in Attachment C, plus applicable taxes, 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.

The Contractor shall submit its applications for payment to the individual City Departments requesting service. All invoices should include the City Clerk's File No. "OPR 2023-0410" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor 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 Contractor'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. 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.

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

7. 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 Contractor 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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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. The Contractor 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.

9. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

10. INSURANCE.

During the period of the Agreement, the Contractor 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 Title 48 RCW:

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 Contractor's services to be provided under this Agreement;

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; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.

No officer or employee of the City of Spokane, 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.

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

18. DEBARMENT AND SUSPENSION.

The Contractor 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.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **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.

- F. **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 Contractor after the time the same shall have become due nor payment to the Contractor 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.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **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.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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.

WAYNE-DALTON

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor's Response to IPWQ 5843-23

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



ATTACHMENT B
Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

 Bidder’s Business Name

 Signature of Authorized Official*

 Printed Name

 Title

 Date

 City

 State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

 If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C

Bid Response Summary

Bid Number IPWQ 5843-23
Bid Title Annual Garage Door/Electric Gate Repair - On Call PW Maint
Due Date Monday, March 13, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company thagerty@wayne-dalton.com
Submitted By thagerty@wayne-dalton.com thagerty@wayne-dalton.com - Wednesday, March 8, 2023 3:05:16 PM [(UTC-08:00) Pacific Time (US & Canada)]
 thagerty@wayne-dalton.com

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	YES
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on evaluation of 63 two (2) hour calls for evaluating purposes - 80% are non-emergency calls and 20% are emergency calls as described below. Unsuccessful contractors will not automatically be notified of results.	YES
	CONTRACT TERM	The contract awarded from this IPWQ will be for a four (4) year period with an approximate start date of 6/1/2023 and an end date of 5/30/2027. Pricing will be fixed for the first twelve (12) months and vendor can request pricing changes with justification during the anniversary month of the contract .	ACKNOWLEDGED: YES
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	YES
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	YES
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	YES

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	YES
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Two
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	YES
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Tom Hagerty 509-924-3032 thagerty@wayne-dalton.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	YES
1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
2.	Statutory retainage is NOT required	YES
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	YES

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	YES
C.	Apprenticeship	No
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	NO
D.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	YES
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Yes
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	YES
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	YES
Scope of Work	This scope is intended to provide clarification and is NOT intended to be a complete listing of the contractor's responsibilities. Repair, maintenance and replacement of garage doors/mechanical gates and their associated components to include, but not limited to: 1. Replacement of worn parts 2. Preventative maintenance on spring replacement and lubrication of moving parts 3. Diagnosis and repair of electrical systems used in the control and operation of garage doors and their associated safety systems. 4. Diagnosis and repair of mechanical systems used in the control and operation of garage doors 5. Replacement of damaged door sections 6. Repair and/or replacement of garage door/mechanical gate motors	YES

Pricing	The prices listed in the Pricing section is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at those prices. We are using 63 two (2) hour calls for evaluating purposes - 80% are non-emergency calls and 20% are emergency calls as described in the pricing section.	YES
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	YES
Response Time	Emergency - Emergency repairs, contractor shall be onsite within four (4) hours of notification. Non-Emergency - Non-Emergency repairs, contractor shall be onsite within twenty-four (24) hours of notification.	ACKNOWLEDGE: YES
Percentage Mark Up for parts/materials	Percentage Markup from list price for parts/materials pertaining to service.	45% From Supplier Landed Cost
Sales Tax	Applicable Sales Tax is 9%	Acknowledged: Yes
BID		
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	YES
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	zero
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	YES
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Subcontractor List under \$1M (2).docx
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	WAYNESS799LG
#2	Provide Contractor's U.B.I. Number	601243076
#3	Provide Contractor's Washington Employment Security Department Number	706,268-00
#4	Provide Contractor's Washington Excise Tax Registration Number	601 243 076
#5	Provide Contractor's City of Spokane Business Registration Number	T11060536BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	YES
----	--	-----

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	#1	Straight Time Hourly Rate	Base	Hourly	1.00	\$120.00	\$120.00	\$100.00 Each Additional Hour
	#2	Overtime Hourly Rate	Base	Hourly	1.00	\$120.00	\$120.00	\$100.00 Each Additional Hour
	#3	Emergency Work Hourly Rate	Base	Hourly	1.00	\$165.00	\$165.00	\$135.00 Each Additional Hour
	#4	Holiday Hourly Rate	Base	Hourly	1.00	\$165.00	\$165.00	\$135.00 Each Additional Hour
	#5	Forklift/Man Lift Charge	Base	Hourly	1.00	\$0.00	\$0.00	Zero dollars
	#6	Travel Cost per Call	Base	ea	1.00	\$0.00	\$0.00	zero dollars
Total Base Bid	\$570.00							

SUBCONTRACTOR LIST

PROJECT NAME: Annual Garage Door/Electric Gate Repair - On Call PW Maint

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER Not Applicable

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



3216-3

OVERHEAD DOOR CORPORATION
PO BOX 67
MOUNT HOPE OH 44660-0067

DETACH BEFORE POSTING



STATE OF WASHINGTON
Profit Corporation

BUSINESS LICENSE

Issue Date: Jul 29, 2022
Unified Business ID #: 601243076
Business ID #: 001
Location: 0003
Expires: Jun 30, 2023

OVERHEAD DOOR CORPORATION
WAYNE DALTON SALES AND SERVICE OF SPOKANE
BLDG 32C
3808 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1622

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11060536BUS - ACTIVE
CHENEY GENERAL BUSINESS - NON-RESIDENT #BUS2010-263 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

WAYNE DALTON SALES AND SERVICE OF SPOKANE

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

Director, Department of Revenue

UBI: 601243076 001 0003

STATE OF WASHINGTON

Expires: Jun 30, 2023

OVERHEAD DOOR CORPORATION
WAYNE DALTON SALES AND
SERVICE OF SPOKANE
BLDG 32C
3808 N SULLIVAN RD
SPOKANE VALLEY WA 99216-1622

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL
BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT #T11060536BUS -
ACTIVE
CHENEY GENERAL BUSINESS -
NON-RESIDENT #BUS2010-263 -
ACTIVE

gaL0002

DETACH THIS SECTION FOR YOUR WALLET

Director, Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

7/1/2023

DATE (MM/DD/YYYY)
3/21/2023

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 LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mitsui Sumitomo Insurance Co of America		20362
INSURER B : Mitsui Sumitomo Insurance USA Inc.		22551
INSURER C : Navigators Insurance Company		42307
INSURER D : Twin City Fire Insurance Company		29459
INSURER E :		
INSURER F :		

INSURED
1346244
OVERHEAD DOOR CORPORATION
AND ITS SUBSIDIARIES LISTED ON THE NAMED INSURED
SCHEDULE ATTACHED HERETO
2501 SOUTH STATE HIGHWAY 121, SUITE 200
LEWISVILLE TX 75067

COVERAGES ODC-USEONLY CERTIFICATE NUMBER: 19421558

REVISION NUMBER: XXXXXXXX

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR applies per policy terms & cond. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	46 ECS OF9007	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BVR 8406521 (AOS) BVM 8803088 (MA)	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	Y	CH22UMRZ0C74NIV	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WCP 9113272 (AOS) WCP 9114841 (MA)	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Workers Comp.	N	N	XWC9800047	7/1/2022	7/1/2023	WC Statutory Limits; 1M EL/Ea Accident; 1M EL Disease Emp/Policy	

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

Re: Annual service contract for the City Of Spokane, WA.

CERTIFICATE HOLDER

CANCELLATION See Attachments

19421558
City Of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

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

Umbrella Follow Form: Any Person Or Organization, Other Than The Named Insured, Included As An Additional Insured Under Scheduled Underlying Insurance, But Not For Broader Coverage Than Would Be Afforded By Such Scheduled Underlying Insurance.

Named Insured	Address
Overhead Door Corporation	2501 South State Highway 121, Suite 200, Lewisville TX 75067
dba Wayne-Dalton, A Division of Overhead Door Corp.	
dba Wayne-Dalton Genie Sales Center, A Division of Overhead Door Corp.	
dba TODCO, A Division of Overhead Door Corp.	
dba Horton Automatics, A Division of Overhead Door Corp.	
dba OHD Parts, A Division of Overhead Door Corp.	
dba Nationserve, A Division of Overhead Door Corp.	
dba Wayne Dalton Sales & Service, A Division of Overhead Door Corp.	
Door Services Corporation	777 Schwab Road, Suite A, Hatfield, PA 19440
dba Advanced Door Service of Pennsylvania	
Advanced Door Service	
dba Advanced Door Automation	
dba Allegheny Door Enterprises of Pennsylvania	
dba Automatic Door Enterprises of Pennsylvania	
dba DelMar Door Service of Delaware	
dba Door Controls, Inc. of Louisiana	
dba Eastern Door Service of New Jersey	
dba Keystone Automatic Door Enterprises of Pennsylvania	
dba Texas Access Controls, A Division of Overhead Door Corp.	
dba Advanced Door Service of Baltimore-DC	
dba Advanced Door Service Baltimore – DC, Inc.	
dba Advanced Door Service – Roanoke	
dba Advanced Door Service - Atlanta	
GMI Holdings, Inc. dba The Genie Company	PO Box 67 One Door Drive Mt. Hope OH 44660
Sanwa USA	2501 South State Highway 121, Suite 200, Lewisville TX 75067
WDC Florida Realty Company I LLC	One Door Drive Mt. Hope Mt. Hope OH 44660
Overhead Door Incorporated	2501 South State Highway 121, Suite 200, Lewisville TX 75067
OHD Corporation	2501 South State Highway 121, Suite 200, Lewisville TX 75067
Central Nebraska	
ODCC Corporation a/o Creative Door Services Ltd	
Overhead Door Company of Southern California	8260 Miralani Dr San Diego CA 92126
Overhead Door Corp – Sucursal del Peru	

Wayne Dalton Sales & Service Roster

Spokane	3808 N Sullivan Rd Suite C Spokane Valley WA 99216
Missoula	5657 Alloy South Missoula MT 59808
Kennewick	440 N Quay St Kennewick WA 99336
Lewiston	206 Ninth St Lewiston ID 83501
Tempe	402 W Geneva Dr Tempe AZ 85282
Albuquerque	1450 Candelaria Rd. NE Albuquerque NM 87107
San Diego	8260 Miralani Dr San Diego CA 92126
Colorado Springs	1847 S Murray Blvd Colorado Springs CO 80916
Grand Island	2812 W Old Hwy 30 (PO Box 1387) Grand Island NE 68803
Kearney	1907 Central Ave Kearney NE 68847
Akron Canton	3023 Greensburg Rd, PO Box 266 Green OH 44232

Cincinnati	2136 Stapleton Court Forest Park OH 45240
Peoria	362 High Point Lane, P.O. Box 2440 East Peoria IL 61611
Quad Cities	5111-C Tremont Ave Bldg 2 Davenport IA 52807
Raleigh	3600 Tarheel Drive Raleigh NC 27609
Charlotte	6031 McDaniel Lane Charlotte NC 28213
Houston	419 Century Plaza #230 Houston TX 77073

Wayne-Dalton Genie Roster

Atlanta Sales Center	320 Thornton Road, Suite 105 Lithia Springs GA 30122
Baltimore Sales Center	8306 Patuxent Range Road, #101 Jessup MD 20794
Greenville Sales Center	14 North King Road Greenville SC 29605
Hartford Sales Center	920 Cromwell Ave, PO Box 1010 Rocky Hill CT 06067
Long Island Sales Center	939 Motor Parkway Hauppauge NY 11788
New England (Auburn)	385 Rodman Road, Unit 4 Auburn ME 04210
New England (Walpole)	15 Walpole Park South, Bldg 6, Unit 9 Walpole MA 2081
Orlando Sales Center	9603 Satellite Blvd, Suite 130 Orlando FL 32837
Pensacola Sales Center	3375 Addison Drive Pensacola FL 32514
Philadelphia Sales Center	47 Runway Road, Suite N Levittown PA 19057
Pittsburgh Sales Center	1503 Parkway View Drive, Bldg 15 Pittsburgh PA 15205
Chicago Sales Center	295 S Prospect Ave Itasca IL 60143
Cleveland Sales Center	6161 Cochran Road, Suite B Solon OH 44139
Columbus Sales Center	6729 Commerce Court Drive Blacklick OH 43004
Detroit Sales Center	13200 Newburgh Road Livonia MI 48150
Jackson Sales Center	300 Country Place Parkway Pearl MS 39208
Lansing Sales Center	16400 Felton Road Lansing MI 48906
Little Rock Sales Center	8100 Scott Hamilton Drive, Suite D Little Rock AR 72209
New Orleans Sales Center	17950 Fabrication Row Covington LA 70435
Oklahoma City Sales Center	6200 SW 29th Street, Suite D Oklahoma City OK 73179
St. Louis Sales Center	4738 Earth City Expressway Bridgeton MO 63044
Tinley Park Sales Center	8500 W 185th Street, Suite E Tinley Park IL 60487
Toledo Sales Center	10373 Industrial Street Holland OH 43528
Twin Cities Sales Center	935 Blue Gentian Road Eagan MN 55121
Bay Area Sales Center	1550 Whipple Road Union City CA 94587
Boise Sales Center	492 N Dupont Avenue Boise ID 83713
Chatsworth Sales Center	8921 Quartz Avenue Northridge CA 91324
Chino Sales Center	4780 Eucalyptus Avenue Chino CA 91710
Dallas Sales Center	3000 Gateway, Suite 120 Irving TX 75063
Houston Sales Center	9135-A Wallisville Road Houston TX 77029
Sacramento Sales Center	830 Professor Lane, #200 Sacramento CA 95834
Salt Lake City Sales Center	5570 West 1730 South, Suite 300 Salt Lake City UT 84104
San Antonio Sales Center	3660 Thousand Oaks Blvd, Suite 401 San Antonio TX 78247
Santa Ana Sales Center	1043 East 4th Street Santa Ana CA 92701
Louisville Sales Center	5408 Sheperdsville Road Louisville, KY 40228
Seattle Sales Center	2505 Frank Albert Road East, B127 Fife WA 98424

Policy: 46 ECS OF9007

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

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

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

a. Vendors

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

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

This insurance does not apply to:

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

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in paragraphs (d) or (f); or

(ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

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

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention"

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

Policy# 46 ECS OF9007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

CG 20 01 04 13 CG 20 01 04 13

© Insurance Services Office, Inc. 2012

Policy Number: 46 ECS OF9007

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

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

8. Transfer Of Rights Of Recovery Against

Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. How Recoveries Shall Be Applied

Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our Limits of Insurance;
- (2) Second, us, along with any other insurers having a quota share interest at the same level; and
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Apportionment Among All Interests

Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless different date is indicated below

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective on: 10/1/2022 at 12:01 A. M. standard time,
forms part of

Policy No. WCP 9113272 (AOS) AOS of the Mitsui Sumitomo Ins. Co. of
America

Issued to OVERHEAD DOOR CORPORATION AND ITS SUBSIDIARIES LISTED ON THE NAMED INSURED
SCHEDULE ATTACHED HERETO

Endorsement No.

Authorized Representative

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

This agreement shall not operate directly or indirectly to benefit any on not named in the schedule

Schedule

AS REQUIRED BY WRITTEN CONTRACT

WC 00 03 13

POLICY NUMBER: BVR 8406521 (AOS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph 1. **Who is An Insured of A. Coverage of Section II - Liability Coverage** in the **BUSINESS AUTO COVERAGE FORM** is amended to add the following provision:

- d. Any person or organization with **whom you agreed**, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

This provision applies only if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage," **and if the "bodily injury" or "property damage"** occurs during the policy period, and before the time expires for the additional insured to be covered under the policy.

All other terms and conditions remain unchanged.

Policy : 46 ECS OF9007



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

MSIG Policy: BVR 8406521 & BVM 8803088

Term: 10/1/2022-10/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY INSURANCE
FOR ADDITIONAL INSUREDS
(REQUIRED BY WRITTEN CONTRACT)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Additional Insured(s):

As required by written contract

Section II - Liability Coverage of the **BUSINESS AUTO COVERAGE FORM** is amended as follows solely with respect to the Additional Insured(s) shown in the Schedule:

If a written contract with the Named Insured requires that the liability insurance provided for the Additional Insured(s) be primary concurrent and primary non-contributory, then the coverage provided to the Additional Insured(s) under this endorsement shall conform to the written contract.

However, this liability insurance will conform to that written contract only to the extent that the written contract requires this liability insurance to be primary in comparison to the Additional Insured's own policy or policies and;

1. In no event shall a written contract with the Named Insured operate to require this liability insurance to contribute with other additional insured coverage available to the Additional Insured(s); and
2. This liability insurance shall be excess over any such other liability insurance, whether primary, excess, contingent or on any other basis.

All other terms and conditions remain unchanged.

POLICY NUMBER: BVR 8406521 (AOS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF RECOVERY RIGHTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Notwithstanding anything to the contrary in Paragraph 5. of A. Loss Conditions of SECTION IV-BUSINESS AUTO CONDITIONS, we shall have no right of recovery:

- a. In the event that the "insured" has, prior to "accident" or "loss", waived its right of recovery;
- b. With respect to work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights; and
- c. Against any owned or controlled subsidiary of the Named Insured.

All other terms and conditions remain unchanged.

CANCELLATION AMENDMENTS – NOTIFICATION OF DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The cancellation provisions in the policy are amended by adding the following:

If this policy is cancelled either by us, or by the first named insured, we will send notice to the person(s) or organization(s) shown in the Schedule below if the first named insured or any other named insured has agreed to provide notice of cancellation of this policy and has provided the name and address of such person(s) or organization(s) to us.

Notice will be sent:

1. Thirty [30] days prior to the effective date of cancellation, if cancelled by us for reasons other than nonpayment of premium; or
2. Ten [10] days prior to the effective date of cancellation, if cancelled by us due to nonpayment of premium, or if cancelled by the first named insured; or
3. In accordance with the time period for cancellation notice to be given to the insured as required by applicable statute or regulation.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation, or amend the effective date of cancellation.

With respect to the provisions of this endorsement, the terms “we,” “us,” and “our” mean the company providing this insurance.

All other terms and conditions remain unchanged.

Schedule:



Agenda Sheet for City Council Meeting of*

04/17/2023

Briefing date: 04/10/2023

Status: DEPT HEAD REVIEW

Date Rec'd (Clerk use only)

4/7/2023

Clerk's File #

Renews #

Submitting Dept*:

HUMAN RESOURCES

Cross Ref #

Contact Name & Phone*:

MIKE PICCOLO

6237

Project #

Contact E-Mail*

MPICCOLO@SPOKANECITY.ORG

Bid #

Add'l Docs Attached?

Contract Item

Requisition #

Agenda Item Name: Begin with Dept #

0620 CONTRACT 3RD AMENDMENT/EXTENSION – HUMAN RESC

Agenda Wording*: (189 character max) Additional attached?

Contract 3rd Amendment/Extension - Human Resources Consultant

Summary (Background)*: (0 character max.) Additional attached?

The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19th - Oct. 4th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. A second amendment was approved extending the con

Lease? Yes No

Grant related? Yes No

Public Works? Yes No

Fiscal Impact

Budget Account Additional attached?

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications (Date) None

Dept Head

Study Session / Other

F&A 4/17

Division Director

Council Sponsor

CM Kinnear

Finance

Distribution List (Emails preferred) Additional?

Legal

dross@spokanecity.org

For the Mayor

shenry@spokanecity.org

Additional Approvals

jquick@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

Select Dept 1

Select Dept 2

Select Dept 3

Save

Cancel

View Related Documents

Committee Agenda Sheet

Urban Experience

Submitting Department	Human Resources
Contact Name & Phone	Mike Piccolo – 625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract 3rd Amendment/Extension – Human Resources Consultant
Summary (Background)	The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19 th – Oct. 4 th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Labor Analyst, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. A second amendment was approved extending the contract through March 31 st . The HR Department now has a new director but is still struggling to fill the vacant analysts positions. The department will need the continued services from Archbright into the second quarter of 2023 due to continued staff shortage and to assist the new department director.
Proposed Council Action & Date:	Approve Contract Amendment/Extension April 17, 2023
Fiscal Impact:	Total Cost: \$60,000 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: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: Contract amount will be paid for through salary savings within the HR Dept.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

N/A

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

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analysts to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright. The consulting services are also needed to assist the new department director.



City of Spokane
3rd CONTRACT AMENDMENT/EXTENSION
Title: **HUMAN RESOURCES CONSULTING**

This 3rd Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 as ("Company"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support; and

WHEREAS, the parties extended the contract through April 31, 2023; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 20, 2022, 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 3rd Contract Amendment/Extension shall become effective on April 1, 2023 and shall run through June 30, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** as full compensation for everything furnished and done under this Contract Amendment/Extension. The total amount under the original Contract, any

subsequent amendments, and this Contract Amendment/Extension is **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)**.

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

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

04/17/2023

Date Rec'd

4/5/2023

Clerk's File #

RES 2023-0029

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

CM KINNEAR X6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

CANNON STREET SHELTER RESPITE FACILITY RESOLUTION

Agenda Wording

A Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

Summary (Background)

This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility. The current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BYRD, GIACOBBE

Study Session\Other

04/10/2023 Urban Experience

Division Director**Council Sponsor**

CM Kinnear & CM Beggs

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

lkinnear@spokanecity.org

Additional Approvals

bbeggs@spokanecity.org

Purchasing

RESOLUTION NO. 2023-0029

A Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

WHEREAS, Council continues to support a 90-day due diligence period to establish a regional, collaborate effort to effectively manage homelessness and its impacts in the Spokane region; and

WHEREAS, during this 90-day due diligence period, the City of Spokane continues to have immediate needs in terms of its response to the homelessness crisis; and

WHEREAS, many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope; and

WHEREAS, people experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location; and

WHEREAS, alternatively, those individuals' medical needs could be accommodated at a respite facility, freeing up much needed space both in our hospital and shelter systems; and

WHEREAS, the Cannon Street Shelter can currently hold approximately 80 individuals; and

WHEREAS, the current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023; and

WHEREAS, the Cannon Street Shelter could be staffed by healthcare professionals who would care for medically fragile individuals who are experiencing homelessness; and

WHEREAS, if these services were offered at the Cannon Street Shelter, they could potentially be paid for by Medicaid dollars; and

WHEREAS, other lower barrier shelters should be evaluated for space to house those who are currently at the Cannon Street Shelter; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane engage with local health care providers to transition the Cannon Street Shelter from an emergency drop-in shelter into a Homeless Respite Facility for medically fragile individuals experiencing homelessness.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Lori Kinnear
Contact Email & Phone	lkinnear@spokanecity.org
Council Sponsor(s)	CM Kinnear & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Cannon Street Shelter Homeless Respite Facility Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.</p> <p>Many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope.</p> <p>The current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023</p>
Proposed Council Action	Final consideration on April 17 th 2023
Fiscal Impact	
Total Cost: <u>Unknown</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 type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>People experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location. A respite facility could be a more appropriate location for them to receive the services they need.</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>The operator of this respite facility should be required to collect this data.</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>The operator of this respite facility should be required to collect this data.</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?

For at least the last three years, the City Council has been active in responding to the housing and homeless crisis in the region by passing numerous resolutions and ordinances, and taking other actions including adding millions of additional dollars to the City's budget, to increase sheltering availability and other services. A respite facility would be a strategic addition to the City's homelessness services.

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

04/10/2023

Date Rec'd

3/29/2023

Clerk's File #

ORD C36376

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS X6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - COUNCIL STAFFING SMC UPDATE

Agenda Wording

Relating to City Council office staff; amending sections 02.005.010, 02.005.030, 02.005.050, and 02.005.060 of the Spokane Municipal Code and adopting new sections 02.005.070, 02.005.080, 02.005.090 and 02.005.100 of the Spokane Municipal Code.

Summary (Background)

Ordinance updating SMC related to Council office staffing to reflect the current needs of the office.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WRIGHT, CHRISTOPHER

Study Session\Other

3/27 PIES

Division Director**Council Sponsor**

CP Beggs; CM Zappone

Finance**Distribution List****Legal**

cwright@spokanecity.org

For the Mayor

gbyrd@spokanecity.org

Additional Approvals

bbeggs@spokanecity.org

Purchasing

ORDINANCE NO. C36376

An ordinance relating to City Council office staff; amending sections 02.005.010, 02.005.030, 02.005.050, and 02.005.060 of the Spokane Municipal Code and adopting new sections 02.005.070, 02.005.080, 02.005.090 and 02.005.100 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.010 Council President and City Council

- A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:
1. Appoint, evaluate and discharge the Hearing Examiner;
 2. appoint, evaluate, and discharge the City Council's ~~((Senior Research and Policy Analyst))~~ full-time staff, as provided in Section 02.005.030;
 3. appoint, evaluate, and discharge the City Council's ~~((Policy Adviser))~~ seasonal, project and interim staff, as provided in Section 02.005.030;
 4. approve the appointment by the Mayor of the City Attorney, the City Clerk, and the permanent, acting, or interim administrative head in each department and division; provided:
 - a. any person appointed for the position of department head on a permanent basis shall be placed on the city council agenda by the mayor within 30 days of the appointment and considered for approval pursuant to section 24 of the city charter;
 - b. persons appointed for the job positions of interim or acting department head shall serve as such for up to 180 days, which period can be extended for up to an additional 180 days by city council resolution;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, unless otherwise provided;
 6. ~~((hire, supervise, evaluate, and discharge their own administrative staff));~~

6. hire, supervise, evaluate, and discharge their individual legislative assistants.

- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
 - 1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 - 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 - 3. All other committees, including ad hoc committees, shall select their own chair.
 - 4. At no time shall a member of the City Council chair more than two standing committees at the same time.
 - 5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 - 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee

meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That section 02.005.030 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.030 City Council's Office Staff

- A. The council president and the city council members may, subject to budget appropriation, appoint and remove office staff as necessary to support the performance of their legislative duties. The number and type of regular full-time positions ((Staffing requirements)), other than legislative assistants, ((are)) is determined by a majority of the city council. ((Staff responsibilities)) Responsibilities and accountabilities for all full-time staff other than legislative assistants are determined by a majority of the city council with day-to-day supervision provided by the council president or their designee. All regular full-time employees, other than legislative assistants, hired or discharged after the effective date of this ordinance shall be appointed via resolution by a majority vote of the city council and may only be discharged by a majority plus one vote of the city council.
- B. ~~((Each council member is authorized to hire a legislative assistant who shall be supervised and may be discharged by the council member at his or her sole discretion.))~~ City council central staff shall consist of all full-time staff employed by the city council, except for legislative assistants. The positions described in Sections 02.005.050 through 02.005.090 shall be permanent positions within the council office budget. Subject to budget appropriation, other positions, including council's initiative managers, may be created by the council president to serve the office as needed. The council president shall be responsible to nominate persons to fill the regular central staff positions, and in each instance the selection of central staff shall be confirmed as provided in section 02.005.030.
- C. ~~((The council president shall be responsible to nominate a person to fill the position of council administrator whose selection shall be confirmed by the city council.))~~ The council president maintains the authority as the city council department head to appoint and discharge seasonal or project employees as available budget allows.

Section 3. That section 02.005.050 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.050 ~~((Senior Research and Policy Analyst))~~ Council Director

~~((The senior research and policy analyst is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council.))~~ Under the direction of the city council, the ~~((senior research and policy analyst))~~ council office director “director” serves in a chief of staff role for the city council office and is broadly responsible for advancing the city council’s strategic policy, budget and performance objectives by promoting the highest levels of efficiency and effectiveness of Council’s policy setting in support of programs and initiatives. The ~~((analyst))~~ director has the chief administrative role in the office and will lead a broad range of activities including ~~((data analysis, program assessments, project evaluation, and technical tasks related to City Council data information and))~~ office management needs, keeping city council members and office staff informed of issues and coordinating/assisting with required actions. ~~((This includes conducting research and analysis on public policy and budget issues, evaluating proposed policy initiatives, and making recommendations regarding local, regional, and state issues for Spokane’s seven-member City Council.))~~ The ~~((analyst))~~ director will collaborate with ~~((the council members’ legislative aides))~~ city council staff, other City employees, other government officials, and a wide variety of stakeholders. The ~~((analyst))~~ director will also provide office management support ~~((in the form of council budget development and coordination, minor contract development and coordination; as well as))~~ related to public meetings as well as human resources and payroll related duties. ~~((The analyst will also promote the council goal of performance-based budgeting across the City budget.))~~ The specific responsibilities and functions of the ~~((analyst))~~ director may be adjusted from time to time as determined by the city council.

Section 4. That section 02.005.060 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.060 Policy Advisor

~~((The policy advisor is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council.))~~ Under the direction of the city council, the policy advisor is responsible for providing professional support, guidance and advice to the City Council as required. This position will assist in the research and drafting of council documents, assist in the research and develop legislative policies and ensure that legal documents are drafted, reviewed, and interpreted in compliance with all various legal requirements as per applicable laws. ~~((This position will be responsible for keeping the city council informed of issues and coordinating/assisting with required actions.))~~ This position is accountable for taking day-to-day policy responsibilities and providing policy advice that includes all aspects of the analysis, investigation and drafting process. The specific responsibilities and functions of the policy advisor may be adjusted from time to time as determined by the city council.

Section 5. That there is adopted a new section 02.005.070 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.070 Budget Director

Under the direction of the city council, the budget director directs and manages the budgetary review, financial analysis and contracting needs of the city council. The budget director works closely with council members and council staff and serves as a liaison to the City's administrative departments. The budget director is broadly responsible for advancing the city council's strategic policy, budget, and performance objectives by promoting the highest level of efficiency and effectiveness in support of council-supported programs and initiatives. The budget director leads the council office in the development and coordination of the annual budget and the facilitation of minor contracts and grants, and promotes the council goal of performance-based budgeting City-wide. The specific responsibilities and functions of the budget director may be adjusted from time to time as determined by the city council.

Section 6. That there is adopted a new section 02.005.080 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.080 Director of Communications and Community Engagement

Under the direction of the city council, the director of communications and community engagement ("communications director") is primarily responsible for creating and implementing a communications strategy that informs community members, stakeholders and the media about city council activities and initiatives, including digital media, news releases, briefing materials for council and committee meetings, and other communication tools to support the city council's work. The communications director supports the council and its staff in providing the public with accurate, timely, and relevant information and maintains council's digital presence.

Section 7. That there is adopted a new section 05.005.090 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.090 Manager of Intergovernmental Affairs

The manager of intergovernmental affairs ("manager") directs the City's independent federal and state lobbyists and consults with research teams and other analysts to provide hard, quantitative evidence that supports policy recommendations. The manager establishes and maintains collaborative relationships with elected government officials, their key staff members and non-governmental organizations and provides advice and briefings to city council members, the administration, and associated staff on a wide variety of federal, state, and local governmental initiatives.

Section 8. That there is adopted a new section 05.005.100 to chapter 02.005 of the Spokane Municipal Code to read as follows:

Section 02.005.100 Council Legislative Assistants

- A. Each council member, including the council president, is authorized to hire a legislative assistant who shall be supervised and may be discharged by the council member at their sole discretion.
- B. No later than January 1, 2024, there shall be a legislative assistant II position that includes all of the responsibilities of a legislative assistant as well as additional skills and competencies that support the city council office as a whole. Those skills and competencies will be determined during the process of creating the job description, which will be led by the council president or their designee.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Council Office Staffing Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance updating SMC related to Council office staffing to reflect the current needs of the office.
Proposed Council Action	Will file for consideration after committee
Fiscal Impact	
Total Cost: N/A – this ordinance does not create any additional costs in itself, but the inclusion of a LA II job description in the future may have budgetary impacts to consider.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Council’s current staffing model was built to include more members of the public, particularly those who are historically excluded, in Council’s policy-making process. Codifying this model will help maintain and increase that level of service.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The current office organization aid Council Members in aligning with all of the above policies by having dedicated staff with expertise in various subject areas who assist with policy research and community input.	

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

04/10/2023

Date Rec'd

3/14/2023

Clerk's File #

ORD C36377

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

TONYA WALLACE 625-6585

Project #**Contact E-Mail**

TWALLACE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0410-FINANCE-SMC ACCOUNTING DEPARTMENT NAME CHANGE

Agenda Wording

Allow the change of Accounting Department to become Accounting and Grants Department.

Summary (Background)

In March 2022, ORD C-36181 was passed allowing for department restructure to move Grants from Purchasing to be under accounting. There was a slight over-sight at that time for department name change. SMC needs to be changed to allow the change of Accounting Department to become Accounting and Grants Department.

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

Finance & Admin

3/20/23

Division Director

WALLACE, TONYA

Council Sponsor

CP Beggs / CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance, Treasury & Administration Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org / 625-6585
Council Sponsor(s)	CP Beggs / CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SMC Accounting Department Name Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In March 2022, ORD C-36181 was passed allowing for department restructure to move Grants from Purchasing to be under accounting. There was a slight over-sight at that time for department name change. SMC needs to be changed to allow the change of Accounting Department to become Accounting and Grants Department.
Proposed Council Action	April 3, 2023
Fiscal Impact N/A Total Annual Cost: \$ Total Cost Remaining This Year: \$ Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? – 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? – This aligns with the F&A Division Strategic plan	

ORDINANCE C36377

An Ordinance relating to the executive and administrative organization of the City; amending SMC section 3.01A.215.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.215 is amended to read as follows:

3.01A.215 Accounting and Grants

The Accounting and Grants Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the close out of grants and financial assistance awards. The department is managed by the ~~Accounting~~ Director of Accounting and Grants, ~~who also serves on the City Investment Board.~~

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

04/17/2023

Date Rec'd	4/5/2023
Clerk's File #	ORD C36379
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM CATHCART 509-625-6257
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - SAFE OPEN SPACES ACT

Agenda Wording

An Ordinance regulating loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places.

Summary (Background)

This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places.

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

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

Approvals

Dept Head	BYRD, GIACOBBE
Division Director	
Finance	
Legal	
For the Mayor	
Additional Approvals	
Purchasing	

Council Notifications

Study Session\Other	03/20/2023 F&A
Council Sponsor	CM Bingle & CM Cathcart
Distribution List	
	sblackwell@spokanecity.org
	jbingle@spokanecity.org
	mcathcart@spokanecity.org
	cwright@spokanecity.org

ORDINANCE NO. C36379

An Ordinance concerning loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places; amending section 10.60.030 and creating a new section 10.60.100 of the Spokane Municipal Code.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, Fentanyl is a synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. Just two milligrams of fentanyl, which is equal to 10-15 grains of table salt, is considered a lethal dose. and

WHEREAS, contact with trace amounts of fentanyl can be deadly for anyone especially kids, and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with mental health professionals and the municipal court's Community Court Program; and

WHEREAS, state law now requires that persons subject to arrest for possession of a controlled substance be referred to assessment and services in lieu of arrest at least twice before he or she may be arrested; and

WHEREAS, this state requirement has resulted in increased use of controlled substances in public; and

WHEREAS, the use of controlled substances in public increases public disorder

and the negative effects of using controlled substances without a prescription; and

WHEREAS, the use of controlled substances in public negatively affects children and youth and normalizes the use of controlled substances without a prescription; and

WHEREAS, the use of alcohol and marijuana by persons of legal age is prohibited in public; and

WHEREAS, prohibiting the use of controlled substances in public will enhance public health and safety; and

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 10.60.030 of the Spokane Municipal Code is amended as follows:

Section 10.60.030 Loitering for the Purpose of Engaging in Drug-related Activity

A. No person may loiter in or near any thoroughfare, skywalk, park, school or any place open to the public in a manner and under circumstances manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW.

~~B. ((No arrest may be made under this section unless the arresting officer first affords the subject an opportunity to explain such conduct. It is a defense under this section that the explanation given was true and disclosed a lawful purpose.))~~

B. Circumstances which may be considered in determining whether a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW is manifested include, but are not limited to, the following:

1. The person is a known unlawful drug user. A “known unlawful drug user” is a person who:

a. has, within the knowledge of the arresting officer, been convicted:

i. in any court within this state, including a juvenile court, of any violation involving the use, possession or sale of any of the substances referred to in chapter 69.41 RCW, chapter 69.50 RCW and chapter 69.52 RCW; or

ii. of any violation of any of the provisions of said chapters of the Revised Code of Washington or substantially similar laws of any:

a.) political subdivision of this state, or

b.) other state; or

- b. displays physical characteristics of drug intoxication or usage, such as “needle tracks”; or
 - c. possesses drug paraphernalia as defined in chapter 69.50 RCW; or
 - d. has, within the knowledge of the arresting officer, used, possessed or sold any controlled substance in violation of any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, regardless of whether the person was arrested for such use, possession or sale.
2. The person is currently subject to an order prohibiting his presence in a high drug activity geographic area.
 3. The area involved is by public repute known to be an area of unlawful drug use and trafficking.
 4. The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to chapter 69.53 RCW.
 5. The person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, by way of example only, acting as “lookout.”
 6. The person is identified by the officer as a member of an association, group, organization or gang which has illegal drug activity as one of its significant characteristics, history or purpose.
 7. The person transfers small objects or packages for currency in a furtive fashion.
 8. The person takes flight upon the appearance of a police officer.
 9. The person manifestly endeavors to conceal himself or any object which reasonably could be involved in an unlawful drug-related activity.
 10. The person refuses to identify himself upon request of an identified police officer.
 11. There is being used a vehicle known to be registered to a:
 - a. known unlawful drug user, or

- b. person for whom there is an outstanding warrant for a crime involving drug-related activity.

C. In determining whether a person is manifesting a purpose to engage in drug-related activity contrary to any of the provisions of chapter 69.41 RCW, chapter 69.50 RCW or chapter 69.52 RCW, the cumulative knowledge of all officers involved may be considered by the arresting officer.

D. A violation of this section is a gross misdemeanor.

Section 2. A new section 10.60.100 of the Spokane Municipal Code is created as follows:

Section 10.60.100 Use of a Controlled Substance in a Public Place.

A. Violation

1. It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.
2. “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
3. “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
4. Use of a controlled substance in a public place is a gross misdemeanor.

B. Referral for Treatment

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of a legend drug, or possession of drug paraphernalia, the officer shall seize the substance(s) and related paraphernalia and place those items onto property. The officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115. When a police officer has probable cause that a person has committed the crime of use of a controlled substance in a public place, the officer shall seize the substance(s) and related paraphernalia and may, but is not required to, offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council – CM Cathcart Office
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	Cathcart, Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Safe Open Spaces Act
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance relates to fostering safe and healthy public spaces for all. Specifically, the policy addresses concerns in reference to loitering for the purposes of drug-related activity and the unauthorized use of controlled substances in public places. According to the Office of National Drug Control Policy, Spokane is categorized as a High Intensity Drug Trafficking Areas (HIDTA).
Proposed Council Action	F&A March 20 - Council Action April 24
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Open drug use in the City of Spokane is occurring at a greater rate in the lowest income, most diverse neighborhoods including Downtown Spokane. All citizens, especially those residing in lower income areas of the Spokane community - including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality - deserve to live in safe, healthy and vibrant neighborhoods.	
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 Spokane Police Department will capture information through the agency's reporting system which will contain basic information about individuals contacted.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Through enforcement, the Spokane Police Department will capture information through the agency's reporting system which can then be analyzed. Seizure data will be available for analysis, as well.

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

This policy aligns significantly with the City of Spokane's Comprehensive Plan specifically related to Neighborhood Quality of Life and Downtown Neighborhood viability. Downtown Spokane is identified in the Plan as the primary economic and cultural center of the region and provides a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents. Increased numbers of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more "eyes-on-the-street." Supporting investments and opportunities benefits the general public which can enjoy a safer, thriving business district. The Plan also calls for promoting actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life. Providing activities and reasons for people to be on the street heightens the sense of excitement, improves a sense of safety, encourages diversity, and increases social interaction essential to healthy community life. Each of these important goals and visions for our community are hindered by open drug use.