

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 May 15, 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 May 15, 2023:

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: 2494 097 1184; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, May 15, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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, MAY 15, 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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 April 17, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)
Tom Williams | Approve | OPR 2023-0246 |
| 2. | Purchase from Thomas Conveyor Company (Burleston, TX) of belt conveyors for use at the Waste to Energy Facility—\$148,471.25 (incl. tax). A 10% administrative reserve will be set aside. (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2023-0484
RFQ 5861-23 |
| 3. | Value Blanket amendment with cost with Micronics Engineered Filtration Group (Chattanooga, TN) (formerly known as National Filter Media) for the purchase of fabric filter bags for the Waste to Energy Facility—additional \$60,000 (incl. tax) needed due to rising costs. (Council Sponsors: Council Members Kinnear and Bingle) David Paine | Approve | OPR 2020-0786
RFQ 5426-20 |

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|-----|---|---------|------------------------------|
| 4. | Sole Source Contract Renewal 3 of 4 with Dresser Rand Company (Houston, TX) for turbine generator services at the Waste to Energy Facility from May 1, 2023, through April 30, 2024—estimated cost not to exceed \$350,000 (incl. tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2020-0417 |
| 5. | Purchase from Pape Machinery, Inc. (Spokane) of John Deere 544P wheel loader for the Wastewater Department utilizing Sourcewell Contract No. 032119-JDC to replace a unit that has reached the end of its economic life—\$234,734.24. (Council Sponsor: Council Member Stratton)
Rick Giddings | Approve | OPR 2023-0485 |
| 6. | Purchase from Gee Mercedes Benz (Liberty Lake, WA) of a diesel sprinter van for Police Property utilizing Washington State DES Contract to replace a unit that has reached the end of its economic life—estimated total cost \$69,000 (incl. tax). (Council Sponsors: Council Members Bingle and Cathcart)
Rick Giddings | Approve | OPR 2023-0486 |
| 7. | Integrated Supply Agreement with Genuine Parts Company, a Georgia Corporation, dba NAPA Auto Parts, utilizing Sourcewell Contract 110520-GPC for parts sourcing, parts issuance, and inventory management within the Fleet Services Parts Department—\$3,500,000. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Rick Giddings | Approve | OPR 2023-0487 |
| 8. | Interlocal Agreement Amendment No. 1 and Extension with Fairchild Air Force Base for disposal of solid waste at the Waste to Energy Facility through June 30, 2028—anticipated revenue approximately \$850,000 over five years. (Council Sponsors: Council Members Kinnear and Bingle)
Chris Averyt | Approve | OPR 2018-0413 |
| 9. | No-cost Contract Amendment with Parkmobile, LLC (Atlanta, GA) correcting an error on Exhibit F relating to the transaction processing fee. (Council Sponsor: Council Member Cathcart)
Luis Garcia | Approve | OPR 2022-0129 |
| 10. | Five-year Master Interagency Agreement with the Department of Natural Resources to provide supervised DNR correctional camp crew labor to perform services on COS sites located in Eastern Washington--\$300,000.
Thea Prince/Lance Dahl | Approve | OPR 2023-0488 |
| 11. | Contract Amendment with Budinger & Associates, Inc. (Spokane) for 2021-2022 geotechnical engineering on- | Approve | OPR 2020-0839
ENG 2021061 |

call services—additional \$400,000. Total contract amount: \$1,200,000. (Council Sponsor: Council Member Kinnear)

Dan Buller

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|---|---------|------------------------------|
| 12. Supplemental Agreement No. 2 with Parametrix, Inc. (Spokane) for additional design support in relation to the Garland Avenue Pathway project—additional \$15,000. Total contract amount: \$154,050. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0557
ENG 2021084 |
|---|---------|------------------------------|

Dan Buller

The following item is tentatively placed on this Agenda pending requested deferral from the May 8, 2023, Agenda (OPR 2023-0467):

- | | | |
|---|---------|------------------------------|
| 13. Low Bid of <u>(to be determined at bid opening to be held on May 1, 2023) (City, ST)</u> for Garland Avenue Pathway, Shaw Middle School project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0467
ENG 2021084 |
|---|---------|------------------------------|

Dan Buller

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|---|------------------------------------|---------------|
| 14. Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payments | CPR 2023-0002 |
|---|------------------------------------|---------------|

- | | | |
|--|----------------|---------------|
| 15. City Council Meeting Minutes: _____, 2023. | Approve
All | CPR 2023-0013 |
|--|----------------|---------------|

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|--|
| RES 2023-0036 | Declaring Safe Restraints, Inc. (Diablo, CA) a sole-source provider and authorizing the City to enter into a purchase agreement for The WRAP safety restraint system, protective helmet, and ankle straps, without public bidding. (Council Sponsors: Council Members Kinnear and Cathcart) Jacqui MacConnell |
|---------------|--|

ORD C36383 Relating to Water; amending SMC section 13.04.2025 of chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Members Kinnear and Bingle)
Katherine Miller

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for May 15, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The May 15, 2023, Regular Legislative Session of the City Council is adjourned to May 22, 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 dross@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:

05/15/2023

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
bschaeffer@spokanecity.org
lsmithson@spokanecity.org
kschmitt

Additional Approvals

Purchasing

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2023 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.

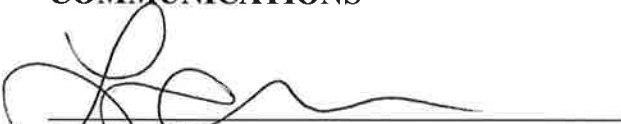
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing 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:

05/15/2023

Date Rec'd	5/1/2023
Clerk's File #	OPR 2023-0484
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5861-23
Requisition #	RE 20299

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 PURCHASE OF BELT CONVEYORS FOR THE WTE

Agenda Wording

Purchase of belt conveyors from Thomas Conveyor Company (Burleston, TX) for use at the Waste to Energy Facility. The total cost is \$148,471.25 incl. tax. A 10% administrative reserve will be set aside for any unforeseen design issues that may arise.

Summary (Background)

RFQ 5861-23 was issued for the fabrication and delivery of two 13 ft collecting belt conveyors and one 45 ft transfer belt conveyor to be utilized for wet fly ash bypass. Installation and fabrication of mounting hardware are not included in the bid and will be designed and installed internally. Thomas Conveyor Company was the only respondent to RFQ 5861-23 for the fabrication and delivery of these conveyors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 148,471.25

Select \$

Select \$

Select \$

Budget Account

4490-44900-94000-56301

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA
Additional Approvals	
Purchasing	PRINCE, THEA

Council Notifications

Study Session\Other	PIES 3/24/23
Council Sponsor	CM's Kinnear and Bingle
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
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	Purchase of belt conveyors for the Waste to Energy Facility
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>RFQ 5861-23 was issued for the fabrication and delivery of two 13 ft collecting belt conveyors and one 45 ft transfer belt conveyor. The bid specification package included a drawing for each conveyor. A belt conveyor was chosen based on the material characteristics of wet fly ash. Installation and fabrication of mounting hardware are not included in the bid and will be designed and installed internally by the Waste to Energy Facility.</p> <p>Currently the fly ash is dropped directly from the pugmills and onto the 6ft bottom ash belt conveyor where the material then becomes combined ash. Due to degradation within this system, the existing 6ft bottom ash belt must be taken out of service for replacement and switched to a bypass conveyor that has already been installed. The RFQ 5861-23 conveyors will be used to transfer the wet fly ash from the existing pugmills and onto the newly installed bypass conveyor.</p> <p>Only one response was received for RFQ 5861-23 from Thomas Conveyor Company (Burlison, TX). The total cost for the fabrication and delivery of the needed conveyors is \$148,471.25 including tax and delivery. A contingency of 10% will be set aside for any unforeseen design issues that may arise.</p>
Proposed Council Action	Consent to proceed with the conveyor purchase.
Fiscal Impact Total Cost: <u>148,471.24</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: 4490-Solid Waste Disposal Capital 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? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

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 contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/1/2023
Clerk's File #	OPR 2020-0786
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5426-20
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET AMENDMENT FOR THE PURCHASE OF FABRIC FILTER BAGS

Agenda Wording

Value Blanket amendment with cost with Micronics Engineered Filtration Group of Chattanooga, TN (fka National Filter Media) for the purchase of fabric filter bags. An additional \$60,000.00 incl. tax is needed due to rising costs.

Summary (Background)

The WTE uses fabric filter bags to remove fine particulate from the air prior to discharge from the facility. They require replacement every 4-5 years, or as they become worn. The initial value blanket award to National Filter Media, based on their response to RFQ 5426-20, was for two years with the option of three additional one-year renewals. The first renewal was for \$150,000.00 from 1/1/2023-12/31/2023. Due to significant cost increases additional funding is needed for purchase this year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 60,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53210-34002

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Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PIES 4/24/23
Council Sponsor	CM's Kinnear and Bingle
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
Additional Approvals	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
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	Value blanket amendment for the purchase of bag house fabric filter bags for the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines.</p> <p>On September 30, 2020, bidding closed on RFQ 5246-20 for the as-needed annual requirement of tapered fabric filter bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder. The initial value blanket award was for a two-year period, beginning January 1, 2021 through December 31, 2022, with the option of three (3) one-year renewals. The value blanket is currently on its first renewal from January 1, 2023 through December 31, 2023 with a cost not to exceed \$150,000.00, including tax and delivery. Due to the current cost of the bags, an additional \$60,000.00 plus tax will need added to the value blanket in order to purchase enough bags for a complete changeout of the baghouse.</p>
Proposed Council Action	Consent to add additional funds to the value blanket
<p>Fiscal Impact Total Cost: Total annual cost of <u>\$210,000.00, plus tax. Original amount of \$150,000.00, plus tax, with an additional \$60,000.00, plus tax, needed.</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: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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 contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

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

05/15/2023

Date Rec'd	5/1/2023
Clerk's File #	OPR 2020-0417
Renews #	
Cross Ref #	RES 2020-0024
Project #	
Bid #	SOLE SOURCE
Requisition #	CR 24903

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES AT THE WTE

Agenda Wording

Sole source contract renewal 3 of 4 with Dresser Rand Company (Houston, TX) for turbine generator services at the WTE from May 1, 2023 - April 30, 2024 with an estimated cost not to exceed \$350,000.00 incl. tax.

Summary (Background)

Dresser Rand Company, now known as Siemens Energy, is the OEM of the turbine generator at the WTE. A sole source resolution for five (5) years for turbine generator services was approved in 2020, as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the third renewal. The total cost includes a planned upgrade of the controls system.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$100,000.00

Expense \$ \$250,000.00

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

4490-44900-37145-54803-34002

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Approvals**Dept Head** AVERYT, CHRIS**Division Director** FEIST, MARLENE**Finance** ALBIN-MOORE, ANGELA**Legal** HARRINGTON, MARGARET**For the Mayor** KIRK, JESSICA**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** PIES 3/24/23**Council Sponsor** CM's Kinnear and Bingle**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

DocuSign: Luke Zimmer, Territory Execution Manager
luke.zimmer@siemens-energy.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
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	Contract renewal for turbine generator repairs and maintenance at the Waste to Energy Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The turbine generator is an integral part of the 24hr/7 day a week operations at the WTE. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Siemens Energy fka Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.</p> <p>A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the third renewal with an estimated annual cost not to exceed \$350,000.00, including taxes, from May 1, 2023 through April 30, 2024.</p>
Proposed Council Action	Consent to proceed with contract renewal
Fiscal Impact Total Cost: <u>\$350,000.00</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: 4490-Solid Waste Disposal 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? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
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 contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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 work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: MAINTENANCE SERVICE AND SUPPLIES FOR TURBINE GENERATOR

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** a (“City”), Washington municipal corporation and **SIEMENS ENERGY INC.**, with principal offices located at 225 Lucile Street, Seattle, Washington 98108, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an agreement wherein Contractor agreed to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and,

WHEREAS, the initial contract provided for four (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 July 6, 2020 and July 7, 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 DATES.

This Contract Amendment/Renewal shall become effective May 1, 2023 and end April 30, 2024.

3. COMPENSATION.

The City shall pay a maximum additional cost in the amount of **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00)**, excluding taxes, for everything furnished and done under this Contract Amendment/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 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.

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

SIEMENS ENERGY, INC.

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

23-071

**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:

05/15/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2023-0485
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	RE #20289

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 - PURCHASE OF JOHN DEERE 544P LOADER

Agenda Wording

The Wastewater Department would like to purchase a John Deere 544P Wheel Loader from Pape Machinery Inc., Spokane WA using Sourcewell Contract #032119-JDC - \$234,734.24

Summary (Background)

This piece of equipment will replace a unit that has reached the end of its economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 234,734.24

Select \$

Select \$

Select \$

Budget Account

4310-43387-94350-56404-10077

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Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	PSCHC 5/1/23
Council Sponsor	CM Stratton

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Approval to purchase a John Deere 544P Wheel Loader
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Wastewater Department would like to purchase a John Deere 544P Wheel Loader from Pape Machinery Inc., Spokane WA using Sourcewell Contract #032119-JDC.</p> <p>This piece of equipment will replace a unit that has reached the end of its economic life.</p>
Proposed Council Action	Approval
<p>Fiscal Impact Total Cost: <u>\$234,734.24</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Wastewater Department Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None 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? Fleet collects data to compare lifecycle costs and fuel efficiency.	
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 Capital Improvement Plan.	



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2023-0486
Renews #	
Cross Ref #	
Project #	
Bid #	STATE DES CONTRACT
Requisition #	RE #20300

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 - PURCHASE OF SPRINTER VAN

Agenda Wording

Fleet Services would like to purchase one (1) diesel Sprinter Van from Gee Mercedes Benz of Liberty Lake, WA. for Police Property using Washington State DES Contract. Total cost including sales tax is estimated to be \$69,000.

Summary (Background)

This vehicle will replace a unit that has reached the end of its economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 69,000.00

Select \$

Select \$

Select \$

Budget Account

1560-11440-94000-56404

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Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor KIRK, JESSICA

Council Notifications

Study Session\Other PSCHC 5/1/23

Council Sponsor CM Bingle & CM Cathcart

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Bingle & CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of Sprinter Van for Police
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase one (1) diesel Sprinter Van from Gee Mercedes Benz of Liberty Lake, WA. for Police Property using Washington State DES Contract. Total cost including sales tax is estimated to be \$69,000. This vehicle will replace a unit that has reached the end of its economic life.
Proposed Council Action	Approve Purchase
Fiscal Impact Total Cost: <u>69,000.00</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: Police Department 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? Fleet collects data through our FIMS to compare operational costs for future lifecycle cost calculations.	
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.	



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2023-0487
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

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- CONTRACT WITH NAPA IBS FOR PARTS MANAGEMENT

Agenda Wording

Fleet Services is seeking contract approval with NAPA Integrated Business Solutions using Sourcewell Contract 110520-GPC for parts sourcing, part issuance, and inventory management within our Parts Department.

Summary (Background)

City funded studies have consistently listed closing our Parts room as necessary to safeguard inventory, reduce shrinkage, and increase efficiency. A Vendor Managed Inventory contract with NAPA IBS will accomplish this goal at a significant cost savings with minimal impact to our employees. This will also allow Fleet to reclass vacant Parts positions into higher paying Mechanic and Equipment Servicer positions which will increase overall shop productivity and reduce vehicle downtime citywide.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 3,000,000

Expense \$ 500,000

Select \$

Select \$

Budget Account

5100-71700-48348-53211-99999

5100-30210-48341-54201-99999

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Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor KIRK, JESSICA

Council Notifications

Study Session\Other Public Safety 3/06/2023

Council Sponsor Kinnear, Beggs

Distribution List

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atrussell@spokanecity.org

tprince@spokanecity.org

Purchasing Fleetservicesaccounting@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706 rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100- Contract with NAPA IBS for Parts Management
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services is seeking contract approval with NAPA Integrated Business Solutions using Sourcewell Contract 110520-GPC for parts sourcing, part issuance, and inventory management within our Parts Department.
Proposed Council Action	Approval
Fiscal Impact Total Cost: <u>\$3,500,000</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 Services Fund Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating, Operational and Capital Cost Saving	
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? Cost data and performance metrics will be collected via our FIMS to ensure cost savings and performance improvement over current procedures.	
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 Comprehensive Plan and Centralized Fleet Policy by saving operational and capital costs and improving service to departments.	

CITY CLERK'S NUMBER: OPR 2023-0487

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

CITY OF SPOKANE, WASHINGTON

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF SPOKANE, WASHINGTON**

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and the **CITY OF SPOKANE, WASHINGTON** (“CUSTOMER”), to be effective as of the 6th day of March, 2023 (the “Effective Date”).

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, “Sourcewell”), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), CUSTOMER and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) **Primary Supplier** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) **NAPA Owned Store** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) **NAPA Jobber** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.
- (d) **Current NAPA Jobber Acquisition Cost** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

2. CUSTOMER'S CURRENT LOCATIONS. NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

Department of Fleet Services
915 N. Nelson Street
Spokane, WA 99202

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. TERM. Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein for a period not to exceed 5 years. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or

Sourcewell Contract

new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. DUTIES AND RESPONSIBILITIES OF NAPA. NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those pricing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

PRICING OPTION #1 (MANAGEMENT FEE)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Outside Services Price.** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.
- (c) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such

costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

- (d) **Management Fee.** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to CUSTOMER at NAPA’s current product acquisition cost
Outside Services Price	Billed to CUSTOMER at NAPA’s cost
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and Management Fee are billed to CUSTOMER.

NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA’s current product acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA’s cost. CUSTOMER is solely responsible for improper or inappropriate instructions by

CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 7 shall be set at \$ _____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. CUSTOMER INITIALS _____

PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas

and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER’s price would be $\$1.00/.90=\1.11
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA’s current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER’s price would be $\$1.00/.90=\1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.

Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.
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Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER’s monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an “in arrears” basis.

CUSTOMER and NAPA mutually agree that CUSTOMER’S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at \$ _____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of “outside” services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER’s employees to NAPA regarding NAPA’s purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER’s pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA’s On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the “Net Profit Target”). CUSTOMER’s pricing plan is comprised of the following elements:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) “**NAPA Product Price**,” which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) “**Non-NAPA Product Price**,” which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA’s proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this

Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B (“Corporate Allocation Expenses”) which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER on a “9074 NAPA Pricing Profile”
Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA’s current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER’s price would be $\$1.00 / .75 = \1.33
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

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NAPA Product shall be billed to CUSTOMER based on a “9074 NAPA Pricing Profile” which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA’s net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER’S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 7 shall be set at \$_____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS _____**

In addition, NAPA may use any sub-contractor for the procurement of “outside” services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER’s employees to NAPA regarding NAPA’s purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER shall maintain during the term of this Agreement workers’ compensation insurance for its employees and general liability insurance covering its property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers’ compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

9. **NO LIENS.** CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

10. **PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. **EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

CUSTOMER INITIALS: _____

15. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

16. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: 2999 Wildwood Parkway
 Atlanta, GA 30339
 Attn: General Counsel

As to CUSTOMER: City of Spokane
Department of Fleet Services
915 N. Nelson Street
Spokane, WA 99202
Attn: Richard Giddings

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

17. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

18. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

19. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

20. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

21. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

22. **LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

23. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

24. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Washington.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

26. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

27. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

CITY OF SPOKANE, WASHINGTON

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

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on _____.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of ____, 20__.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

____ [JOBBER]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Agreed and acknowledged:

____ [CUSTOMER]

By: _____

Name: _____

Its: _____

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

EXHIBIT C

SOURCEWELL CONTRACT

A copy of the Sourcewell Contract can be found at: <https://www.sourcewell-mn.gov/cooperative-purchasing/110520-gpc>.

Projected Expenses	NAPA Monthly Parts and Operational Projections	Year One
Parts Purchases	\$ 250,000	\$ 3,000,000
Cost of Goods	\$ 20,833	\$ 249,996
GROSS PROFIT	\$ 229,167	\$ 2,750,004
Accounting Fees	\$ 2,475	\$ 29,700
PAYROLL:		
Manager/Counter Salaries	\$ 12,000	\$ 144,000
Delivery Driver Salaries	\$ 2,800	\$ 33,600
401K	\$ 375	\$ 2,430
Insurance	\$ 1,175	\$ 14,100
Workers Comp Insurance	\$ 525	\$ 6,300
FICA/SECA/FUI/SUI	\$ 1,700	\$ 20,400
Total IBS Payroll	\$ 18,575	\$ 220,830
Miscellaneous Expenses		
Delivery Truck Insurance	\$ 435	\$ 5,220
Delivery Maintenance/Gas	\$ 282	\$ 3,384
Truck Payment	\$ 600	\$ 7,200
Shelving/Cage Depreciation	\$ 66	\$ 792
Freight & Postage	\$ 100	\$ 1,200
General Liability Insurance	\$ 100	\$ 1,200
Interest	\$ -	\$ -
Light, Heat, Water	\$ -	\$ -
Rent	\$ -	\$ -
Stationary, Shipping Supplies	\$ 50	\$ 600
Stock Loss	\$ -	\$ -
Store Expenses	\$ 95	\$ 1,140
Equipment Purchases	\$ -	\$ -
Personal Property Taxes	\$ -	\$ -
Telephone	\$ -	\$ -
Inventory Computer	\$ 1,200	\$ 14,400
Training	\$ 14	\$ 164
TOTAL MISC. EXP.	\$ 2,942	\$ 35,300
		\$ -
TOTAL EXPENSES	\$ 23,992	\$ 285,830

City of Spokane

COST + 10% PLUS OPERATING EXPENSES - ONSITE



--

Estimated Parts Purchases

This is Cost of Goods

Total Gross Margin Applied to Purchases

Standard Accounting & Data Processing Fee Set @ 0.99% of Monthly Purchases - This Fee Funds the HQ Accounting Team.

Payroll for 1 Manager, 1 Counter Person

Driver needed is based off of demand and can be evaluated

401K of the NAPA Employee's

Employee Benefits -- Group Benefits Insurance

Employee Benefits -- Workers Comp Insurance

Federal Payroll Taxes for Employee's @ this Location

Summary of Total Payroll Expenses for this Location

Delivery Vehicle Insurance

Delivery Vehicle Maintenance / Fuel Expense

Delivery Vehicle Payment

Shelving -- Amortized Monthly Payment for Shelving, Receiving Cages, Counters, Etc. Over Life of Contract

Freight Charges -- Approved Freight Charges for Delivered Merchandise not Sourced Locally

Coverage for General Liability Insurance of Property & Equipment

Stationary / Shipping Supplies

Misc. Store Expenses (Fax Machine, Fax Paper, Printer Ribbons etc.)

Management Computer, Software, & Support -- TAMS/HUB Computer Cost, Customer Support, Cataloging, and WAN Fees



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/1/2023
Clerk's File #	OPR 2018-0413
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	N/A

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490-INTERLOCAL AGREEMENT RENEWAL WITH FAIRCHILD AIR FORCE BASE

Agenda Wording
 Interlocal Agreement (ILA) renewal with Fairchild Air Force Base (FAFB) for disposal of solid waste at Spokane's Waste to Energy Facility. Effective through June 30, 2028 with an anticipated revenue of approximately \$850,000.00 over five years.

Summary (Background)
 In 2018, an ILA was entered into between the City of Spokane and FAFB for the disposal of all solid waste collected within FAFB at the WTE. The term of this agreement was for five years with the possibility of five (5) one-year extensions and runs through June 30, 2023. Rather than exercising five (5) separate one-year extensions, the City and FAFB have agreed to do one extension for five (5) years. All previously agreed to terms and conditions will remain the same.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Revenue	\$ 850,000.00	# 4490-44110-37052-34364
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 3/24/23
Division Director	FEIST, MARLENE	Council Sponsor	CM's Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
For the Mayor	KIRK, JESSICA	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing		caveryt@spokanecity.org	
		eschoedel@spokanecity.org	
		DocuSign: Clifford Dockter, Contracting Officer, clifford.dockter@us.af.mil	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
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	Interlocal agreement with Fairchild Air Force Base for the disposal of municipal solid waste at the Waste to Energy Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On October 1, 1990, the City of Spokane entered into an Interlocal agreement (ILA) to control the management, handling and disposal of solid waste from Fairchild Airforce Base (FAFB). The term was for twenty five (25) years. This Agreement has expired.</p> <p>In 2018, a new ILA was entered into between the City of Spokane and FAFB for the disposal of all solid waste which is collected within FAFB at the Waste to Energy Facility. The term of this agreement was for five years with the possibility of five (5) one-year extensions and runs through June 30, 2023. Rather than exercising five (5) separate one-year extensions, the City and FAFB have agreed to do one extension for five (5) years. All previously agreed to terms and conditions will remain the same.</p>
Proposed Council Action	Consent to extend the interlocal agreement
Fiscal Impact Total Cost: <u>Revenue of approx. \$850,000.00 over five years.</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 type="checkbox"/> Recurring Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This proposal would ensure approved and permitted disposal of solid waste so that historically excluded communities are not impacted by lack of services.	
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 – Fairchild AFB is a federal government facility and do not have access to the data outline in this section.	

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

Waste volumes and associated revenues are monitored on a monthly basis.

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 ILA is in agreement with the Spokane County Solid Waste Management Plan, of which both Fairchild AFB and the City of Spokane are participating entities, in addition to Spokane County Ordinance No. 14-0879 which establishes solid waste flow control from participating jurisdictions to designated disposal facilities such as the WTE.



City of Spokane
**CONTRACT AMENDMENT #1 and
EXTENSION**
Title: **ILA Between FAFB and the City of Spokane**

This Contract Amendment & Extension is made and entered into by and between the **City of Spokane** as (“**City**”), a Washington municipal corporation, and **Fairchild Air Force Base**, whose address is 110 W. Ent Street, Fairchild AFB, Washington 99011 as (“**Fairchild AFB**”, individually hereafter referenced as a “**Party**”, and together as the “**Parties**”.

WHEREAS, the parties entered into a Interlocal Agreement between the City of Spokane and Fairchild AFB for disposal of solid waste within Fairchild AFB; and

WHEREAS, FAFB has requested an extension and amendment of the Contract to reflect additional time and thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 9, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment & Extension shall become effective on July 1, 2023 and shall end June 30, 2028.

3. AMENDMENT.

The original Contract Section 3: Duration is amended to read as follows:

The Parties may agree to extend this agreement in five (5) year increments commencing the 1st of July 2028, unless one party gives notice to the other party six months prior to the 1st of July of the contract year that is does not intent to extend for an additional five (5) years, in which case this Agreement will terminate on the 30th of June of that year. Any extensions must be in writing and signed by both Parties.

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.

FAIRCHILD AIR FORCE BASE

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:

Fairchild AFB written request to extend dated March 15, 2023.

U2023-026a



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 92D AIR REFUELING WING (AMC)
FAIRCHILD AIR FORCE BASE WASHINGTON

14 March 2023

MEMORANDUM FOR City of SPOKANE
 Attn: David Paine
 Seventh Floor, City Hall
 808 West Spokane Falls Boulevard
 Spokane, WA 99201 Solid Waste Disposal

FROM: 92 CONS/PKA
 Attn: Clifford C Dockter
 110 W ENT Street
 Fairchild AFB, WA 99011

SUBJECT: Extension request for Intergovernmental Support Agreement (IGSA)
 OPR 2018-0413

1. Fairchild Air Force Base (FAFB) and the City of Spokane entered an IGSA for solid waste disposal and regulated waste disposal at the Spokane Waste to Energy facility. Under the agreement, FAFB is permitted to send designated waste to the Spokane Waste to Energy facility at specified previously agreed to rates.
2. The current IGSA was agreed to on 9 July 2018 and is effective through 30 June 2023. The parties may agree to extend this Agreement for up to five (5) additional one-year time frames commencing 1 July and running through 30 June the following year.
3. The undersigned agree to extend current IGSA OPR 2018-0413 for all 5 additional one year terms from 1 July 2023 to 30 June 2028.

CLIFFORD C. DOCKTER, GS-13, USAF
Contracting Officer, 92d Contracting Squadron

DAVID PAINE
Office of the Mayor, City of Spokane



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2022-0129
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	LUIS GARCIA 625-6850
Contact E-Mail	LGARCIA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1460-PARKMOBILE, LLC CONTRACT

Agenda Wording
 Parking Services no cost contract amendment with ParkMobile, LLC (OPR 2022-0129).

Summary (Background)
 ParkMobile, LLC is the City's Mobile Parking Payment System(s) Integrator. A typo in Exhibit F, Cost and Fees was noticed on the current contract, and needs to be corrected. This no cost amendment corrects the transaction processing fee typo which has a 0 that should not be there.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$ 0		# 1460-21200-99999-36231-30214
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARCIA, LUIS	Study Session\Other	5/1 - Public Safety and Community Health
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	Tony.Stewart@ParkMobile.io (Contract Signer),	
For the Mayor	KIRK, JESSICA	Kristen.Locke@ParkMobile.io,	
Additional Approvals		Mark.Larson@ParkMobile.io,	
Purchasing		lgarcia@spokanecity.org,	
		jray@spokanecity.org, mwilliams@spokanecity.org,	
		parkingservicesaccounting@spokanecity.org,	



City of Spokane
CONTRACT AMENDMENT
Title: **Mobile Parking Payment
System(s) Integrator**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PARKMOBILE, LLC**, whose address is 1100 Spring Street NW, Suite 200, Atlanta, Georgia 30309 as (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide a Mobile Parking Payment ("MPP") System for the City of Spokane; and

WHEREAS, a correction to Exhibit F of the original contract is needed, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 4, 2022 and March 11, 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 Contract Amendment shall become effective on January 1, 2022 and shall run through December 31, 2024.

3. AMENDMENT.

Exhibit F of the original contract contained an error on the Transaction Processing Fee. A corrected Exhibit F is attached hereto.

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

PARKMOBILE, 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:

Corrected Exhibit F - Costs and Fees for City

23-049

EXHIBIT F

APPENDIX A: PRICING MATRIX RFP 5451-21 Mobile Parking Payment System ALL Proposers

Proposer ParkMobile LLC.

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Mobile Payment Transaction Fee	ParkMobile clients typically charge Firm Users a small convenience fee per transaction to use ParkMobile. This fee is not inclusive of credit card processing.	\$0.35 (paid by user) or \$0.35 (paid by user with \$0.10 revenue share retained by City) or \$0.25 (paid by city)	Per Transaction
Transaction Processing Fee	As Firm is MOR, City agrees to pay Firm a Transaction Processing Fee.	\$.15 + 3% of the total Transaction amount.	Per Transaction
Transaction fee for extending time (if yes, include)	No extension fee.	\$0.00	Per Transaction
Merchant Validation	Mobile Payment Transaction Fee will apply for transactions with merchant validation.	\$0.00	Annually
End User Support	Included	\$0.00	Annually
Client (City) Support	Included	\$0.00	Annually
Hosting Fee	Included	\$0.00	Annually
Security	Included	\$0.00	Annually
Maintenance	Included	\$0.00	Annually
Ongoing Project Management and Calls	Included	\$0.00	Annually
Data Costs	ParkMobile is not providing data plan for enforcement devices.	\$0.00	Annually

Reporting Features	Included	\$0.00	Annually
Included Ongoing Marketing/Outreach	Standard marketing for ParkMobile is included	\$0.00	Annually
Any Other Costs, include detail	See ValueAdd Tab		
Implementation & Set-up	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Setup Fee	Included	\$0.00	One-time
Project Launch — Training	Included	\$0.00	One-time
Included Project Launch Marketing / Outreach	Included	Included (Section 2.1.5)	n/a
Integration with MPP System Integrator	Pending API documentation review and integration planning for scope/size.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Annually
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	n/a	One-time
Any Other Costs, include detail	See ValueAdd Tab	\$0.00	

APPENDIX A: PRICING MATRIX

RFP 5451-21 Mobile Parking Payment System

MPP System Integrator

Proposer: ParkMobile LLC.

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Unified Back Office System	Included	\$0.00	Annually
Mobile Payment Transaction Fee from MPP System Partner payment	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Transaction fee for extending time from MPP System Partner payment (if yes, include)	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Implementation & Set-up			
Phase 1 Decals & Signage	Included	Included (Section 2.2.5)	n/a
Phase 2 Decals & Signage	Included	Included (Section 2.2.5)	n/a
Coordination with MPP System Partners to Standardize Zoning Numbers	Included	\$0.00	One-time

Integration with MPP System Partners	There will be no charge from ParkMobile for any MPP System Partner Integration. If there is any charge from the MPP System Partners ParkMobile will pass the cost through to City. MPP System Partners will integrate into ParkMobile platform using our standard API set.	\$0.00	One-time
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will also be used for future vendors.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Per Transaction
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices (after initial implementation)	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will be used for future vendors. After launch, the per transaction fee would apply.	\$0.00	One-time
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	\$0.00	One-time
Any Other Costs, include detail	See ValueAdd Tab		



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	5/2/2023
Clerk's File #	OPR 2023-0488
Renews #	

Submitting Dept	CONTRACTS & PURCHASING	Cross Ref #	
Contact Name/Phone	THEA 625- PRINCE/LANCE 6403/625- DAHL 7040	Project #	
Contact E-Mail	TBRINCE@SPOKANECITY.ORG / LDAHL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER CONTRACT
Agenda Item Name	5500 - DEPARTMENT OF NATURAL RESOURCES MASTER INTERAGENCY AGREEMENT		

Agenda Wording

Approve a five (5) year Department of Natural Resources Master Interagency Agreement.

Summary (Background)

The City of Spokane Fire Department is in need of accessing the DNR correctional camp crew labor to perform on City of Spokane sites the following types of work: Fire Fuel Reduction work, Pre-Commercial thinning, to include hazard abatement when required, etc. Since this is work that ultimately multiple departments could have a need for entering into a Master Interagency Agreement with the DNR is required.

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

Expense \$ \$300,000.00	# multiple
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	NECHANICKY, JASON	Study Session\Other	PSCHC 5/1/23
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs
Finance	SCHMITT, KEVIN	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	fireaccounting	
Additional Approvals		kschmitt@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Purchasing Department
Contact Name	Thea Prince
Contact Email & Phone	tprince@spokanecity.org 625-6403
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Master Interagency Agreement with DNR
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane Fire Department is in need of accessing the DNR correctional camp crew labor to perform on City of Spokane sites the following types of work: Fire Fuel Reduction work, Pre-Commercial thinning, to include hazard abatement when required, etc. Since this is work that ultimately multiple departments could have a need for entering into a Master Interagency Agreement with the DNR is required. Per RCW 39.26.230 the City of Spokane Departments can contract for these services from the DNR without competition once this agreement is in place.
Proposed Council Action	Approve Master Interagency Agreement
Fiscal Impact	
Total Cost: <u>\$300,000.00</u> annually	
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 checked="" type="checkbox"/> Recurring	
Specify funding source: Various Budgets	
Expense Occurrence <input checked="" 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	



**INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-105112**

PI: 123

Funding Source: Both

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as COS.

DNR and City of Spokane enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Phone: 509-625-6403
Email: tprince@spokanecity.org
SWV#: SWV0003387

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide supervised DNR correctional camp crew labor to perform services on COS sites located in Eastern Washington.

2.0 Scope of Work. The DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from April 15, 2023, or date of execution, whichever is later, through 12/31/2028.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Three Hundred Thousand Dollars (\$300,000.00) annually. Any additional costs above \$300,000.00 must be agreed to in writing by the parties. Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

5.0 Billing Procedures. DNR shall submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to COS shall include information needed by COS to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-105112.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew supervisor.
- D. Additional cost (such as equipment rental, if any).he total amount of taxes (if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. The total invoice charges.

6.0 Records Maintenance. DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of the COS, other personnel authorized by the COS, the Office of the State Auditor, and federal officials as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

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

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned equally by the DNR and COS. Data shall include, but not be limited to, reports, documents,

pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

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

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (6) Scope of Work; and
- (7) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

19.0 Insurance. The parties to this Agreement are self-insured government entities. Each party shall be responsible for losses, claims, injuries, and other damages for which it is found liable.

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

21.0 Contract Management.

CONTRACTOR Contract Manager	DNR Contract & Project Manager
Thea Prince City of Spokane 915 N. Nelson Street Spokane, WA 99202 <i>Phone :</i> (509) 625-6403 <i>Email address:</i> tprince@spokanecity.org	Tony Adams Department of Natural Resources 225 S. Silke Rd Colville, WA 99114 <i>Phone:</i> (509)244-7064 <i>Email address:</i> tony.adams@dnr.wa.gov

22.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Spokane

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

		<small>DocuSigned by:</small> <i>Pat Ryan</i> <small>1A4A4B2ACEE6AD1</small>	4/19/2023
Signature	Date	Signature	Date
Nadine Woodward		Pat Ryan	
Name		Name	
Mayor, City of Spokane		Acting Northeast Region Manager	
Title		Title	
915 N. Nelson Street		225 S. Silke Rd	
Spokane, WA 99202		Colville, WA 99114	
Address		Address	
(509) 625-6250		(509)684-7474	
Telephone		Telephone	

EXHIBIT A**SCOPE OF WORK**

DNR shall provide offender work crews from Airway Heights Correction Center under the supervision of DNR Forest Crew Supervisors to perform labor-intensive work on specific COS projects located on lands managed by COS within the City of Spokane, in the State of Washington.

COS Project Management

As soon as practicable after the execution of this Agreement by both parties, and annually thereafter, COS shall provide DNR with a list that includes a description, schedule and project manager of projects it proposes assigning to DNR's offender work crews through the end of the year.

DNR, shall review the list of projects against the Agency's obligations under its Interagency Agreement with the Department of Corrections regarding the Washington State Correctional Camps Program to ensure the list of proposed projects is compatible with that agreement and within the capabilities of DNR's offender crews. In the event of a conflict between a project proposed by COS and DNR's Interagency Agreement with DOC, DNR reserves the right to refuse the project. Additionally, DNR reserves the right to reschedule COS projects in the event offender crews are required for fire suppression and other emergency assignments. DNR and COS jointly commit to cooperate and coordinate the management of the list of agreed upon projects to ensure their successful completion.

The general scope of work anticipated under this Agreement includes, but is not limited to the following:

- Restoration plantings and maintenance.
- Activities associated with planting native trees and shrubs.
- Installation of weed fabric and tree protectors.
- Vegetation and weed removal.
- Planting maintenance such as watering, mowing and vegetation control.
- The maintenance of and/or building of exclusion fencing, or removal of existing fencing.
- Fire fuel reduction work.
- Pre-commercial thinning, to include hazard abatement when required.
- Tree felling, limbing, bucking to length and debris removal (including chipping if requested).

If requested by COS, DNR will initially rent and pay for any agreed to and/or required specialized equipment necessary to complete the project safely and efficiently. DNR will apply these incurred charges for reimbursement through the invoicing procedure. An example of this type of rented equipment is a woodchipper in which the cost of the rental, routine maintenance, insurance and fuel shall ultimately be the responsibility of COS. These rental costs and fees, less taxes, will not exceed the maximum dollar value indicated in Section 4.0 of this Agreement.

EXHIBIT B**BUDGET**

DNR shall submit invoices quarterly following any quarter in which billable work is performed and can be charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices will include:

- A. Agreement number 93-105112.
- B. The billing period and documentation of the actual project work delivered.
- C. The total number of hours worked for each employee including the DNR crew supervisor's daily rate.
- D. Additional cost (such as equipment rental, if any).
- E. The total amount of taxes (if any).
- F. Any other relevant information.
- G. The total invoice charges.

For budgeting and planning convenience, the following is an estimated example of a daily rate for one crew (actual charges will be based on the rates established in writing between the parties at the time the work is performed):

Examples for illustrative purposes only:

1. *Mileage* - Mileage will be from Airway Heights Correction Facility to work site (round trip), assessed at DNR's current mileage rates at the time the work is performed (currently \$2.36). Mileage billed is based on actual daily mileage. Example: 50 driven roundtrip miles at \$2.36 per mile would result in a \$118.00 charge.
2. *Labor* - Offender pay will be calculated at \$1.50 per offender per hour for a 10-person crew. A 9-hour workday with a 10-person crew would therefore be billed at \$135.00 per day plus the DNR crew supervisor's daily rate of \$403.21. Therefore, the total labor charge for the day will total, \$538.21. Offender time billed is based on the actual number of offenders working and the actual time they worked plus the DNR crew supervisor's fixed daily rate.



Agenda Sheet for City Council Meeting of:

05/15/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2020-0839
Renews #	
Cross Ref #	
Project #	2021061
Bid #	
Requisition #	MASTER

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 – GEOTECHNICAL ENGINEERING ON-CALL CONTRACT INCREASE – BUDINGER

Agenda Wording

Contract Amendment to increase contract cost to the Geotechnical Engineering On-Call Contract (Non-Federal) with Budinger & Associates.

Summary (Background)

The on-call contract with Budinger & Associates provides for geotechnical engineering services through December 31, 2023. The previously approved funds of \$800,000 have nearly been exhausted therefore Engineering Services requests an additional \$400,000 for a new contract total of \$1,200,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 400,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

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Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	Public Safety 5/1/23
Council Sponsor	CM Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org
jgraff@spokanecity.org
Signee: John Finnegan jfinnegan@budingerinc.com; CC Rikki Andrews randrews@budingerinc.com

Briefing Paper Public Health & Safety

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amount Increase Request – Budinger On-Call Geotech Eng
Summary (Background)	<ul style="list-style-type: none"> The city has various on-call contracts for specialized engineering consultants, including geotechnical engineering. The on-call contract with Budinger is for three years ending 12-31-23. The funds available within the original contract amount and an increase approved by council in March of 2022 have nearly been exhausted. Funds expended under this project are reimbursed by various City public works projects originating both within and outside of Engineering Services.
Proposed Council Action & Date:	None at this time. We will bring an agreement amendment to Council for approval in May.
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: The requested agreement amendment will be for \$400,000. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<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>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.</p>	

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.



City of Spokane
CONTRACT AMENDMENT
**Title: 2021-2022 GEOTECHNICAL
ENGINEERING ON-CALL SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUDINGER & ASSOCIATES, INC.**, whose address is 1101 North Fancher Road, Spokane, Washington 99212 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide 2021-2022 Geotechnical Engineering On-Call Services for the City with an option to renew one additional one-year through December 31, 2023; and

WHEREAS, additional funds are required for the remaining term of this contract, thus, the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 29, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2022 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

BUDINGER & ASSOCIATES, INC.

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:

05/15/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2022-0557
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	CR24113

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 - GARLAND PATHWAY DESIGN CONTRACT AMENDMENT (2021084) - PARAMETRIX

Agenda Wording

Supplemental Agreement #2 with Parametrix, Inc. for additional design support in relation to the Garland Avenue Pathway Project (Hillyard Neighborhood Council)

Summary (Background)

Due to various design modification requests by multiple agencies, the consultant's design costs have modestly exceeded the budgeted contract amount of \$139,050. Agreement will provide for \$15,000 in additional funding for a contract total of \$154,050.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 15,000.00

Select \$

Select \$

Select \$

Budget Account

3200-95164-95100-56501-86046

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Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	KIRK, JESSICA

Council Notifications

Study Session\Other	Public Safety 5/1/23
Council Sponsor	Kinnear
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	ddaniels@spokanecity.org
	dbuller@spokanecity.org
	Signee: KJ Hanley khanley@spokanecity.org

Additional Approvals

Purchasing	NECHANICKY, JASON

Briefing Paper Public Health & Safety

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amount Increase Request –Parametrix Garland Pathway
Summary (Background)	<ul style="list-style-type: none"> The city has a contract with Parametrix to design the Garland Pathway project (Garland from Cook to Market St.). That design is nearly complete and will soon go out to bid and be constructed later this year. Due to various design modification requests on the part of the school district, STA, the Water Dept., and WSDOT, the consultant’s design costs have modestly exceeded the budgeted amount. The consultant could not have foreseen these modification requests. This project is mostly paid with federal grant dollars.
Proposed Council Action & Date:	None at this time. We will bring an agreement amendment to Council for approval in May.
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: The requested agreement amendment will be for \$15,000. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<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>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.</p>	

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.



Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number OPR 2022-0557		Parametrix, Inc. 835 N. Post St., Suite 201 Spokane, WA 99201	
Project Number 2021084		Execution Date	Completion Date 6/30/2023
Project Title Garland Avenue Pathway - Shaw Middle School		New Maximum Amount Payable \$154,050.00	
Description of Work Design support for the Garland Avenue Pathway.			

The Local Agency of City of Spokane, Engineering Services Department
desires to supplement the agreement entered in to with Parametrix, Inc.
and executed on August 1, 2022 and identified as Agreement No. OPR 2022-0557

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Additional design support services and coordination.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:
Master agreement amount is \$154,050.00.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Parametrix, Inc. By: _____

Consultant Signature

Approving Authority Signature

Date



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0467
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – GARLAND AVENUE PATHWAY (2021084) – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard)

Summary (Background)

On May 1, 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 \$1,510,986.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 5/8/2023 council meeting.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

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Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 3/27/23
Council Sponsor	Kinnear
Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
Additional Approvals	kgoodman@spokanecity.org
Purchasing	ddaniels@spokanecity.org
	jgraff@spokanecity.org
	pyoung@spokanecity.org
	{Contractor/Signee email}

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2023 Pedestrian Focused Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to a briefing paper submitted for the August 2022 PIES meeting. Updated information from that briefing paper is shown in red below. • The City through its Integrated Capital Management Dept has secured state and federal grant funds for six pedestrian focused projects. These grant funds are sufficient to pay the large majority of the costs for each project. The projects are generally described as follows. • Division St. Crossings – install pedestrian signals at three locations on Division St. – see attached exhibit. This project has an estimated cost of approximately \$1M is planned to advertise in May, 2023 and will be constructed fall 2023. • Garland Pathway – install 10’ shared use path connecting Shaw Middle School, Hillyard Library, NE Community Center, NewTech Skill Center and the future Children of the Sun trail – see attached exhibit. This project has an estimated cost of approximately \$1.5M and planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Driscoll-Alberta-Cochran – install sidewalk in the vicinity of Finch Elementary and pedestrian signal near Audubon Park – see attached exhibit. This project has an estimated cost of approximately \$1.5M and is planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Liberty-Bemiss – install pedestrian signal at Crestline/Courtland & sidewalk on Liberty between Crestline & Altamont, all near Bemiss Elementary and Andrew Rypien field – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Nevada-Joseph – install pedestrian signal at Nevada/Joseph which is near Nevada Park and Garry Middle School – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Greene-Carlisle – install pedestrian signal at Greene/Carlisle at what is expected to become a key crossing location following construction of the north-south freeway – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. See above red text for project schedules.
Fiscal Impact:	Total Cost: See above red text for project by project cost.

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

Funding Source X One-time Recurring

Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.

Expense Occurrence X One-time 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?

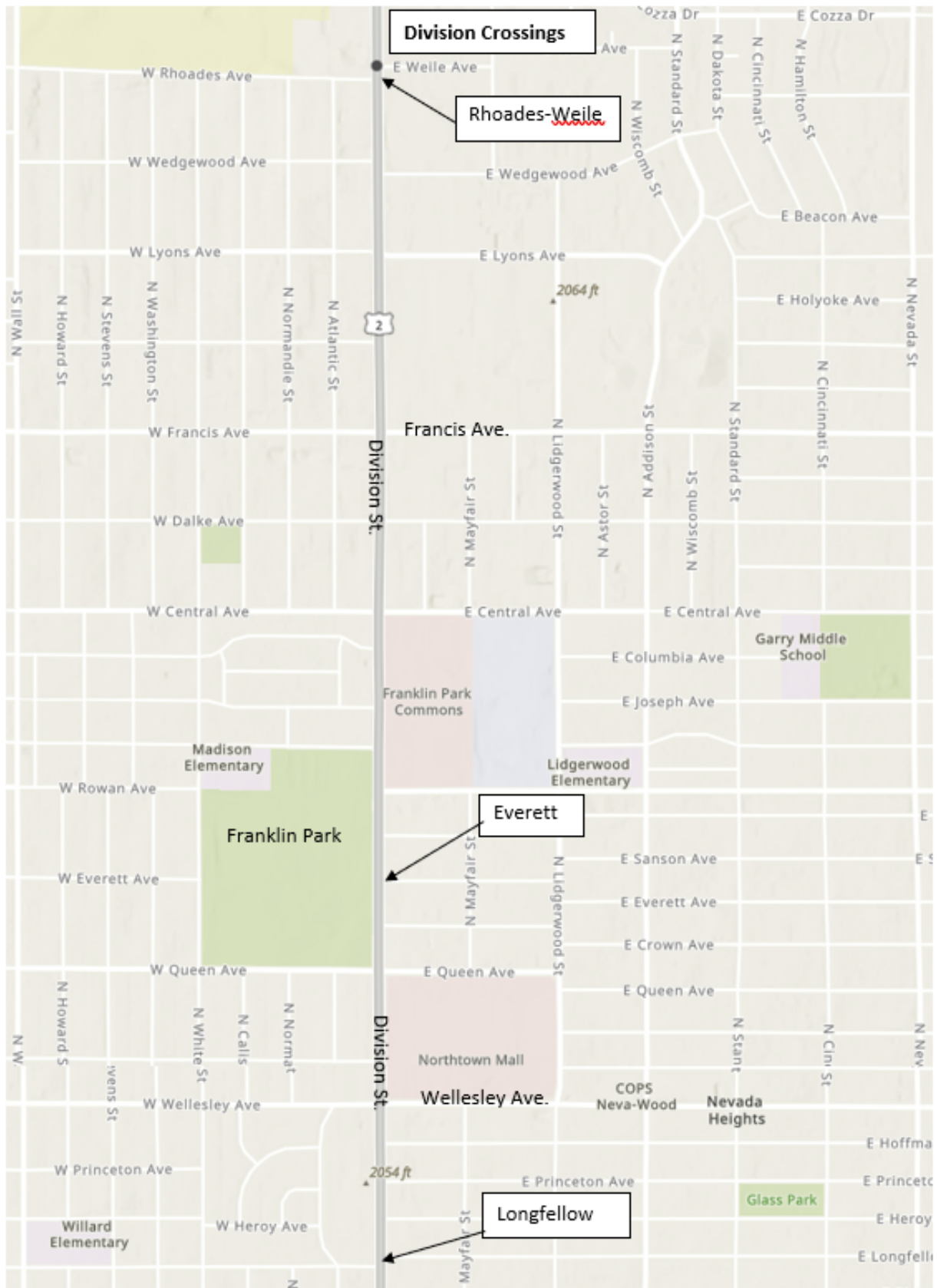
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

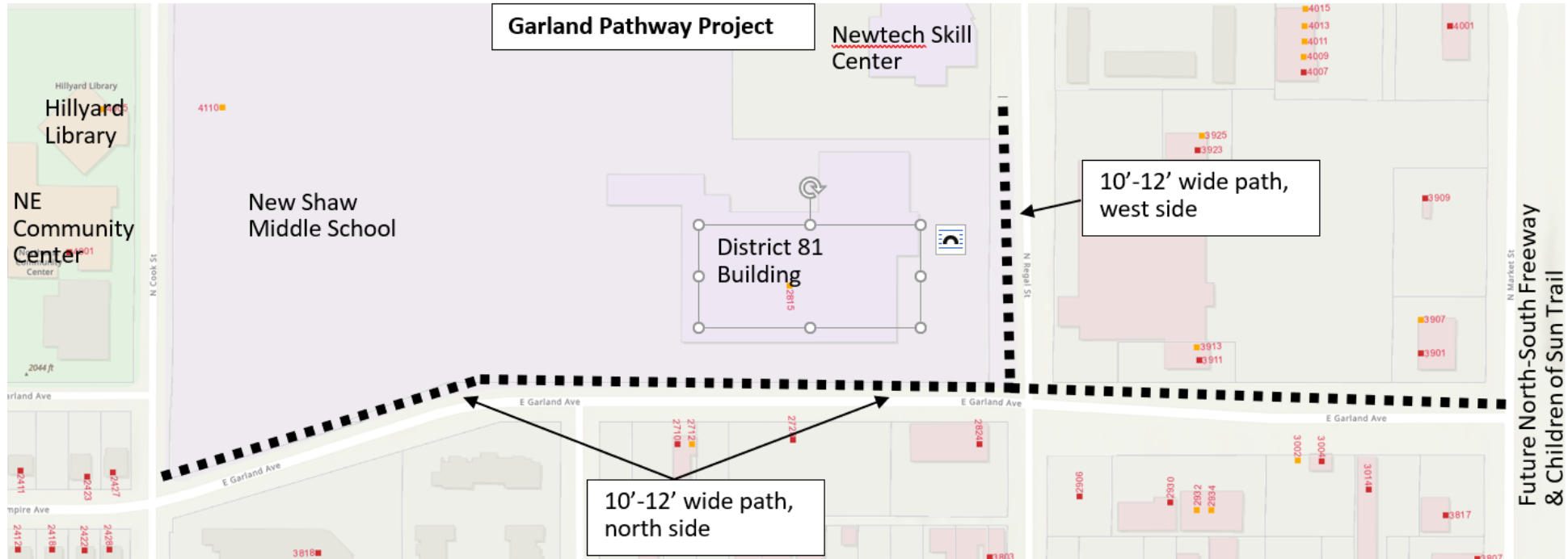
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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.

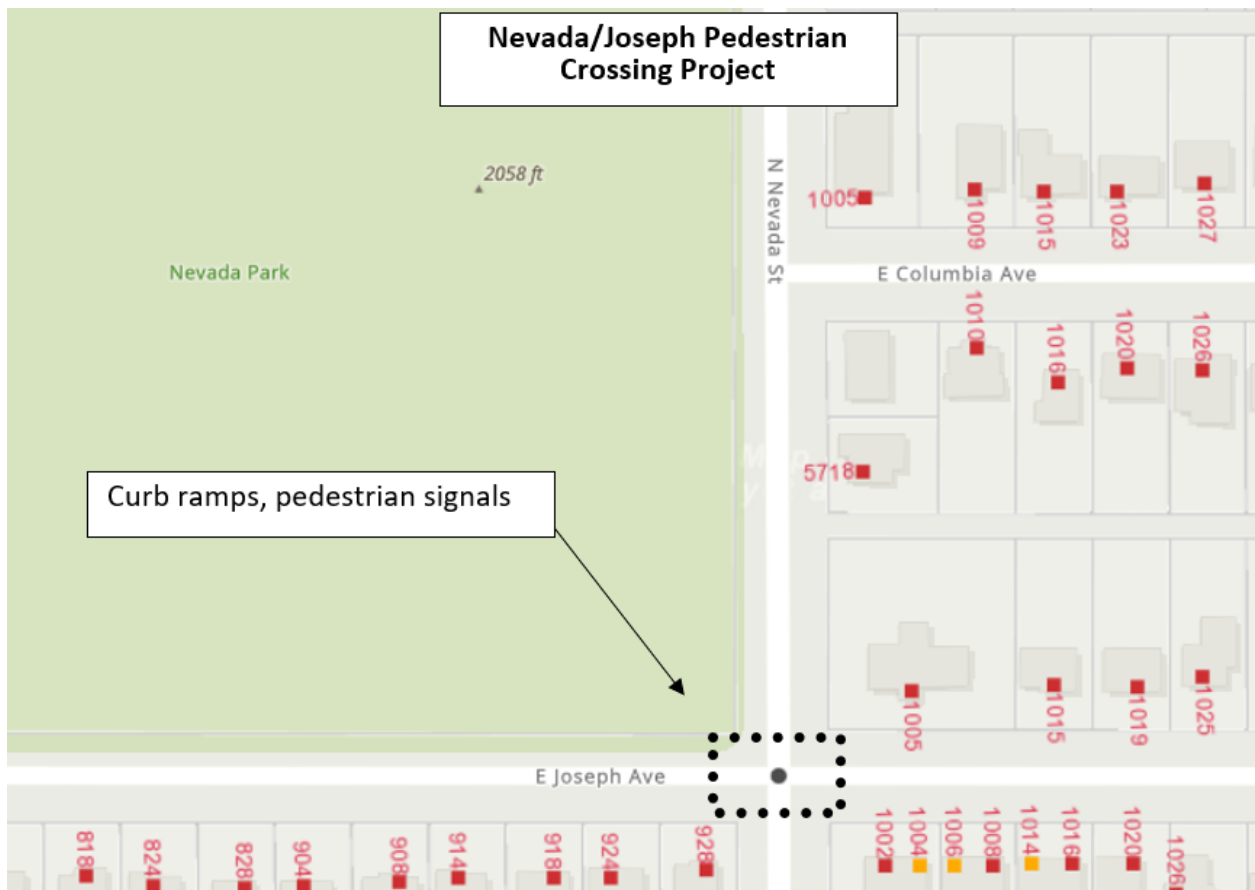
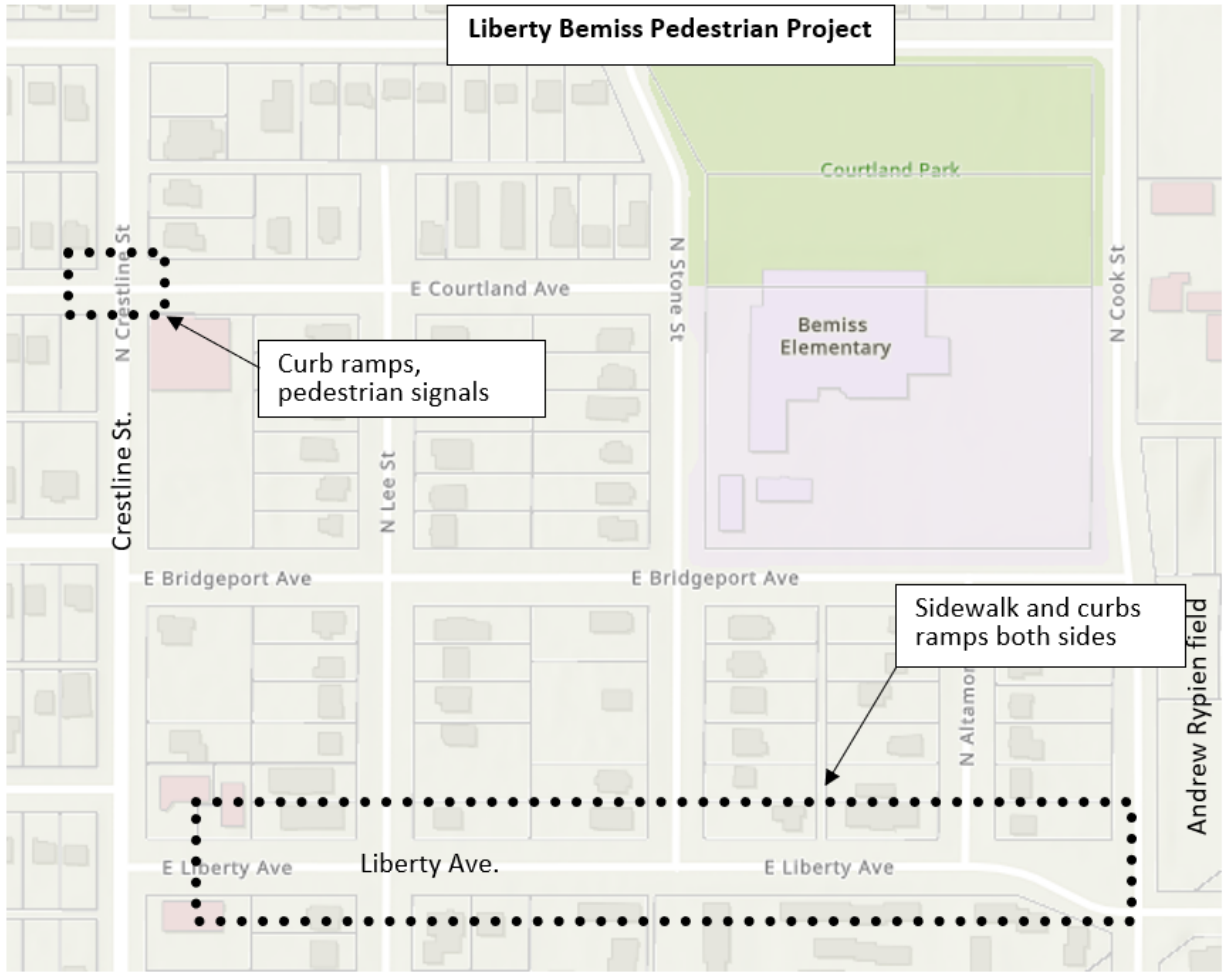
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

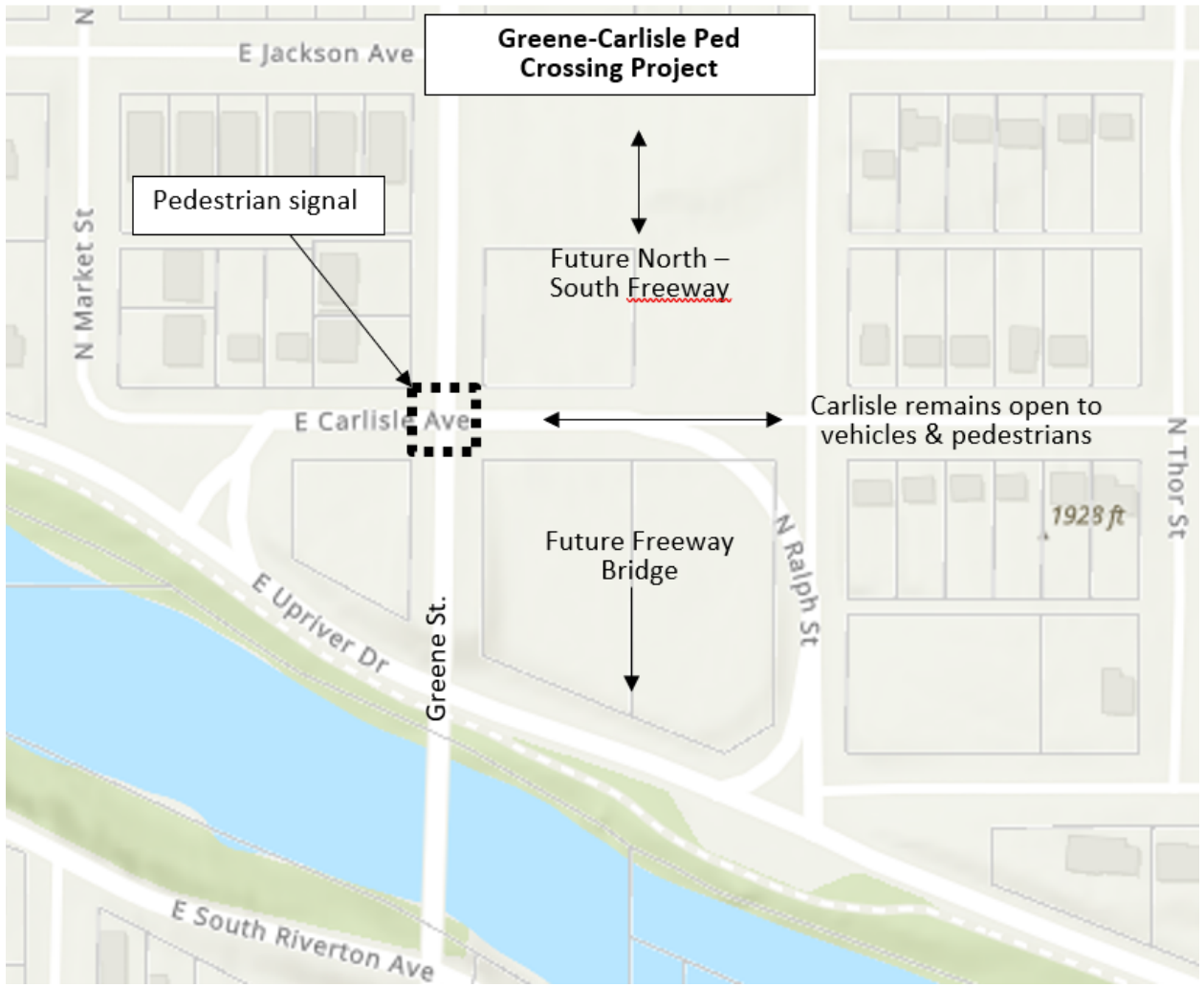
The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.











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

05/15/2023

Date Rec'd	5/3/2023
Clerk's File #	RES 2023-0036
Renews #	
Cross Ref #	ORD C36371
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JACQUI 625-4109 MACCONNELL
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0680 SOLE SOURCE RESOLUTION - SAFE RESTRAINTS, INC.

Agenda Wording

Request approval of resolution naming Safe Restraints, Inc a sole source provider for The WRAP safety restraint system.

Summary (Background)

Council approved SBO for purchase of 40 WRAP restraints with protective helmet and 200 ankle straps, through Safe Restraints, Inc as a sole source purchase on March 27, 2023. Sole-Source Resolution approval will allow SPD to complete the purchase of these items.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 76,300.00

Select \$

Select \$

Select \$

Budget Account

1620-99138-21250-53502-99999

#

#

#

Approvals

Dept Head	MEIDL, CRAIG
Division Director	MEIDL, CRAIG
Finance	SCHMITT, KEVIN
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	03/06/2023 PSCH
Council Sponsor	CM Kinnear

Distribution List

spdfinance@spokanepolice.org

Additional Approvals**Purchasing**

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring SAFE RESTRAINTS, INC. (Diablo, CA) a sole-source provider and authorizing the City to enter into a purchase agreement for The WRAP safety restraint system, protective helmet and ankle straps, without public bidding.

WHEREAS, The Washington State Attorney General’s Model Use of Force Policy (July 1, 2022) addressed the use of “hobble restraints” because “restraint devices are designed to compel, control constrain, or restrain a person’s movement”; and

WHEREAS, modifying the Spokane Police Department’s leg restraint system to that of primarily using The WRAP restraint would reduce the likelihood of injury to both those restrained and those restraining; and

WHEREAS, The WRAP system provides Police Officers with the ability to fully restrain a subject in an upright and seated position; and

WHEREAS, SAFE RESTRAINTS, INC is the sole and exclusive manufacturer, and distributor, as well as patent holder, of the WRAP safety restraint system; and

WHEREAS, the department anticipates the purchase of WRAP restraint systems with protective helmets and ankle straps to be approximately \$76,300.00; which exceeds the public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the WRAP restraint system with protective helmet and ankle straps, a sole-source purchase through SAFE RESTRAINTS, INC; and

BE IT FURTHER RESOLVED that the City Council authorizes a one time purchase of the WRAP Restraint with protective Helmet and ankle straps - \$76,300.00, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



CITY OF
 SPOKANE
 808 W Spokane
 Falls Blvd
 Spokane WA
 99201

**SOLE SOURCE
 JUSTIFICATION**

Description of Product/Service: The WRAP restraint

Requisition Number: _____

Estimated amount of this purchase: \$ 76,300.00

Contract Period One time purchase

Department: Police Contact Person: Jacqui MacConnell Phone: 625-4109

Due Date: _____ Work must be completed by: _____

Date Material/Equipment/Supplies must be delivered by: _____

Location: Spokane Police Department, 1100 W Mallon Ave., Spokane, WA 99260

Date Service must begin by: _____

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The Spokane Police Department is always looking for ways to improve the methods used to restrain individuals who are assaultive when being taken into custody. Additionally, the Washington State Attorney General's Model Use of Force Policy (July 1, 2022) addressed the use of "hobble restraints" because "restraint devices are designed to compel, control, constrain, or restrain a person's movement." Modifying our leg restraint system to that of primarily using the WRAP restraint would reduce the likelihood of injury to both those restrained and those restraining. The WRAP provides officers the ability to fully restrain a subject in an upright and seated position.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

City of Spokane staff have conducted brief research to validate the manufacture's claims that there is not an equivalent on the market at the present time. Safe Restraints, Inc has provided documentation that they are the sole and exclusive manufacturer and distributor of the WRAP system.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No

4. Explain why the price for this product or service is considered to be fair and reasonable.
There is no equivalent product on the market for price comparison.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

The vendor has standard pricing for Law Enforcement, however due to the larger quantity that SPD is seeking to purchase, they are offering a volume discount as well, saving the department \$5,400 on the total purchase.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

The product is trademarked and patented with no obvious competitors on the market. There would be significant admin costs in developing specifications for a product where we have no subject matter experts on staff. We would be at risk of developing specifications that are incomplete, incorrect or unsafe resulting in wasted administrative time and possible purchase of unusable/unsafe product.

Requested Vendor: Safe Restraints, Inc

Vendor's Address: 1701 El Nido #771, Diablo, CA 94528


Vendor Contact: Charles Hammond Phone: 716-863-0498

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer)

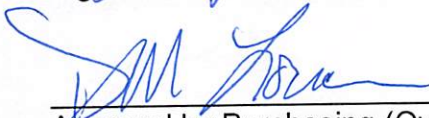
Date



Signature of Department Head or Designee

02/27/23

Date



Approval by Purchasing (Over \$50,000)


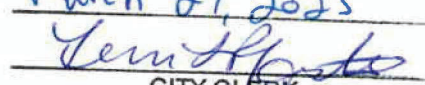
2/27/23

Date

Approval by Grants Management
(Required for grant funded purchases)


Date

Supporting Documents

	Agenda Sheet for City Council Meeting of:		<u>Date Rec'd</u>	3/7/2023
	03/27/2023		<u>Clerk's File #</u>	ORD C36371
			<u>Renews #</u>	
<u>Submitting Dept</u>	POLICE		<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JACQUI MACCONNELL	625-4109	<u>Project #</u>	
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG		<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance		<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-POLICE- SBO FOR RESTRAINT SYSTEM			
<u>Agenda Wording</u>				
<p>This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.</p>				
<u>Summary (Background)</u>				
<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint system</p>				
Lease? NO	Grant related? NO	Public Works? NO		
<u>Fiscal Impact</u>		<u>Budget Account</u>		
Expense	\$ \$76,300	#	1620-99138-21250-53502-99999	
Select	\$	#		
Select	\$	#		
Select	\$	#		
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	Public Safety Committee 3/6/23	
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	CM Cathcart / CM Kinnear	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>		
<u>Legal</u>	PICCOLO, MIKE	spdfinance		
<u>For the Mayor</u>	PERKINS, JOHNNIE			
<u>Additional Approvals</u>				
<u>Purchasing</u>				
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA	PASSED BY SPOKANE CITY COUNCIL: <i>March 27, 2023</i>  CITY CLERK		

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	CM Cathcart / CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO for Police Equipment – Restraint System
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint.</p>  <p>Although nothing in the RCWs prohibits the use of leg restraints, the Spokane Police Department is always looking for ways to improve the methods used to restrain individuals who are assaultive when being taken into custody. Additionally, the Attorney General’s Model Use of Force Policy addressed the use of “hobble restraints” because “restraint devices are designed to compel, control, constrain, or restrain a person’s movement.” Modifying our leg restraint system to that of primarily using the WRAP restraint would reduce the likelihood of injury to both those restrained and those restraining. The WRAP provides officers the ability to fully restrain a subject in an upright and seated position.</p> <p>This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.</p>
Proposed Council Action	Approval of SBO and purchase – March 20, 2023
Fiscal Impact Total Cost: <u>\$76,300</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source One-time Recurring

Specify funding source: One-time State legislation funds received in 2021

Expense Occurrence One-time 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?

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

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

Sgt. Ryan Jamieson is overseeing the deployment of the WRAP restraint system and will be reviewing all uses of the system to ensure that this restraint system meets our goal of reducing injuries to both those being restrained and those restraining.

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?

ORDINANCE NO C36371

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

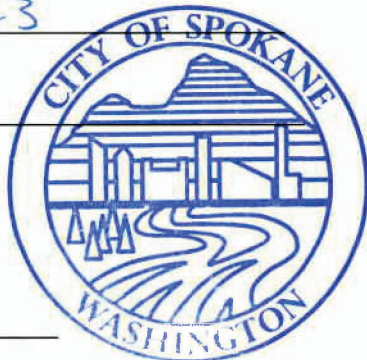
Section 1. That in the budget of the Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$76,300.
- A) Of the increased appropriation, \$76,300 is to be used for the procurement of a new restraint system.

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

Passed the City Council March 27, 2023

[Signature]
Council President



Attest: [Signature]
City Clerk (Acting)

Approved as to form: [Signature]
Assistant City Attorney

[Signature]
Mayor

April 10, 2023
Date

April 10, 2023
Effective Date



Agenda Sheet for City Council Meeting of:

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	ORD C36383
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	KATHERINE MILLER 6338
Contact E-Mail	KEMILLER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5200 - AMENDING SMC 13.04.2025 - TAP AND METER REQUIREMENTS & FEES

Agenda Wording

SMC - Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use. Adoption of Ordinance on meter sizes related to duplexes and triplexes.

Summary (Background)

Ordinance update to remove specific meter sizes for duplexes and triplexes, consistent with the Plumbing Code or Engineering analysis of expected use. Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resol. req. add'l analysis and public outreach. Additional options & proposed changes are intended to be brought to CC prior to March 4, 2024. The charges are designed to pay for new capacity in these systems needed for growth.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Revenue	\$ TBD
Select	\$
Select	\$
Select	\$

Budget Account

#	TBD
#	
#	
#	

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	RICHMAN, JAMES
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 4-24-23
Council Sponsor	CP Beggs; CM's Kinnear, Bingle

Distribution List

mfeist@spokanecity.org
ESchoedel@spokanecity.org
kemiller@spokanecity.org
rgennett@spokanecity.org

Additional Approvals

Purchasing

ORDINANCE NO. C36383

AN ORDINANCE relating to Water; amending SMC section 13.04.2025 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane [Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#).
- G. ~~((Duplexes must have a minimum of one-inch tap and one-inch meter.))~~ Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant's engineer for review and concurrence by City staff.
- H. ~~((Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.))~~
- ~~((I.))~~ Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional five hundred dollars (\$500.00) for a tapping saddle.
- ~~I. ((J.))~~ Taps four inches and larger installed by private contractors during a main construction require an inspection fee of two hundred fifty dollars (\$250.00).

Section 2: Effective Date.

This Ordinance shall take effect and be in force on _____, 2023.

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	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min
Agenda Item Name	General Facility Charges (GFCs) Monthly Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works is delivering a monthly update on these efforts at the Council's PIES meetings during the review period.</p> <p>For April, we will discuss work to establish a citizen committee for the GFC update, similar to the one that reviewed the Transportation Impact Fee proposal. We also will bring forward an ordinance that would remove specific meter sizes for duplexes and triplexes in the Spokane Municipal Code. Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
Proposed Council Action	Adoption of Ordinance on meter sizes related to duplexes & triplexes
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.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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.

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 GFCs will be collected city wide when water meters are purchased for use.

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

GFCs will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

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?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.