

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are normally held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council's March 18, 2024, 6:00 p.m. Legislative Session will take place at the Northeast Community Center – Lower Level Main Room, 4001 N. Cook St. (The 3:30 p.m. Briefing Session on March 18 will be held in the Council Chambers.)

Please note that the 6:00 p.m. meeting will not be live on City Cable 5 but will be recorded for future viewing on the City Council's Vimeo page: <https://vimeo.com/spokanecitycouncil>.

City Council Members, City staff, presenters and members of the public 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 March 18, 2024, meetings is below.

WebEx call in information for the week of March 18, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 774 19343; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open by 5:00 p.m. on Friday, March 15, 2024, and ending at 6:00 p.m. on Monday, March 18, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on March 18, 2024. **Because the 6:00 p.m. Legislative Session is being held at the Northeast Community Center, in person sign up outside council chambers will end at 5:00 p.m. You will still have the ability to sign up until 6:00 p.m. utilizing the sign-up form link. There also will be the ability to sign up in person at the Northeast Community Center from 5:00 p.m. to 6:00 p.m.** You must sign up by 6:00 p.m. to be called on to testify. (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.

Pursuant to the City Council's rules, the Open Forum is now held at the end of the city council's legislative session. **Because the March 18 meeting is a "Town Hall" council meeting away from the council's regular meeting place, the city council expects to conclude all business, including**

Open Forum, by 8:30 p.m. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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.
- K. 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 18, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER ZACK ZAPPONE

**COUNCIL BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL, 808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

**TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.
NORTHEAST COMMUNITY CENTER
4001 N. COOK ST. – LOWER-LEVEL MAIN ROOM
SPOKANE, WA 99202**

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. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other disorderly conduct.
- Standing is permitted as a form of expression so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA) and does not impede access to entrances and exits or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

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)

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)

**(Council Reconvenes at Northeast Community Center – 4001 N. Cook St.
Lower-level Main Room)**

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Lodging Tax Advisory Committee: One Appointment

Confirm

CPR 2000-0031

NEIGHBORHOOD REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|--|
| <p>1. Purchase from the Douglas County, Washington, Sheriff’s Office of a used 2019 Dodge Charger police vehicle for the Spokane Police Department—\$9,810 (incl. tax). (2nd of 2 units purchased so far in 2024) (Council Sponsor: Council Member Zappone)
Rick Giddings</p> | Approve | OPR 2024-0189 |
| <p>2. Purchase from CDWG (Vernon Hills, IL) of 128 Samsung Galaxy cell phones for Spokane Police Department patrol officers—\$81,619.20 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Shawna Ernst</p> | Approve | OPR 2024-0190 |
| <p>3. One-year Contract Amendment and Extension 2 of 2 with C & C Yard Care, Inc. (Spokane) for weed control and lawn maintenance services at the Nelson Complex and Waste to Energy Facility from April 1, 2024, through March 31, 2025—\$50,624.53 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Chris Averyt</p> | Approve | OPR 2020-0428 |
| <p>4. Low Bid of <u>(to be determined at bid opening)</u> (City, ST) for Cycle 10 Traffic Calming project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Dan Buller</p> | Approve | OPR 2024-0191
ENG 2020046
ENG 2020047
ENG 2020048 |

- 5. Grievance Settlement Agreement with the Spokane Police Guild relating to two outstanding grievance reference requests to exceed annual vacation accruals—\$5,427.07. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)
Justin Lundgren Approve OPR 2024-0192
- 6. Personal Services Agreement with BI Incorporated (Boulder, CO) for Electronic Monitoring Services and Equipment for Probation Services from March 1, 2024, through February 28, 2026—\$275,000 (plus tax, if applicable). (Council Sponsor: Council Member Dillon)
Michael Diamond Approve OPR 2024-0193
- 7. Personal Services Agreement with Jewels Helping Hands (Spokane) for temporary shelter services at multiple church locations from March 2, 2024, through August 31, 2024—\$514,200. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Dawn Kinder Approve OPR 2024-0205
- 8. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. Approve & Authorize Payments CPR 2024-0002
- 9. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0028 Regarding the approval of year 2025 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund. (Council Sponsors: Council Members Cathcart, Zappone, and Dillon)
Abigail Martin

- ORD C36501 Relating to the executive and administrative organization of the City, and amending SMC section 3.01A.315. (Removes reference to federal and state funding under Contracts and Purchasing Department.) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Matt Boston
- ORD C36502 Relating to Pretreatment; amending SMC section 13.03A.0301; 13.03A.0408; 13.03A.0801; and 13.03A.1201; chapter 13.03A of the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Raylene Gennett

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

Motion to Approve Advance Agenda for March 18, 2024
(per Council Rule 2.1.2)

ADJOURNMENT

The March 18, 2024, Town Hall Legislative Session of the City Council is adjourned to March 25, 2024.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management 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:

Committee: Date: N/A

Committee Agenda type:

Date Rec'd

2/26/2024

Clerk's File #

CPR 2000-0031

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept

MAYOR

Project #

Contact Name/Phone

ADAM 509.625.6779

Bid #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF ROWENA PINEDA TO THE LODGING TAX ADVISORY

Agenda Wording

Appointment of Rowena Pineda to the Lodging Tax Advisory Committee

Summary (Background)

Mayor Brown has appointed Rowena Pineda to the Lodging Tax Advisory Committee for a term of March 11, 2024 - March 11, 2025. Rowena Pineda will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 11, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Rowena Pineda to the Lodging Tax Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Rowena Pineda to the Lodging Tax Advisory Committee for a term of March 11, 2024 – March 11, 2025. Rowena Pineda will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The objective of the City of Spokane Lodging Tax Advisory Committee (LTAC) is to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities; and to support tourism facilities in Spokane. The Lodging Tax Advisory Committee is an advisory body to the City Council. The Council makes the final decision on project approval and funding levels from the list of funding recipients and recommended amounts provided by the Lodging Tax Advisory Committee.</p> <p>The source of the funds is the Hotel-Motel (Lodging) Tax authorized in Chapter 67.28 RCW. This tax consists of a two percent special excise tax on all charges for furnishing lodging at hotels, motels and similar establishments and is a credit against the state sales tax. The statute allows the use of lodging tax revenues in any of three broad categories: tourism marketing, the marketing and operations of special events, and festivals, or tourism-related facilities.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <small>Click or tap here to enter text.</small></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p>	

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

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the Lodging Tax Advisory Committee requirements of RCW 67.28 and SMC 04.30.020.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/04/2024

Committee Agenda type: Consent

Date Rec'd

2/21/2024

Clerk's File #

OPR 2024-0189

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept

FLEET SERVICES

Project #

Contact Name/Phone

RICK GIDDINGS 625-7706

Bid #

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Requisition #

PO 20375

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

5100 - PURCHASE OF 2ND USED VEHICLE FROM DOUGLAS COUNTY

Agenda Wording

Fleet Services would like to purchase 1 used 2019 Dodge Charger from Douglas County Washington.

Summary (Background)

This will be the second of 2 units purchased from the Douglas County Sherriff's Department. The vehicle has 55,000 miles and represents an excellent value at \$9810 including sales tax. This vehicle will fill an immediate and critical need within SPD's Fleet.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 9,810.00

Current Year Cost \$ 9,810.00

Subsequent Year(s) Cost \$

Narrative

Comparable vehicle pricing and NADA estimates were used to determine market value. Vehicle cost is less than half of similar vehicle's on the market.

Amount

Budget Account

Expense \$ 9,810.00

5902-79115-94000-56404-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

BOSTON, MATTHEW

Accounting Manager

SCHMITT, KEVIN

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

dhayes@spokanepolice.org

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rgiddings@spokanecity.org

tprince@spokanecity.org

kschmitt@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	March 4, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	<u>Dillon, Wilkerson, Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of used Dodge Charger for SPD (2 of2)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet Services would like to purchase 1 used 2019 Dodge Charger from Douglas County, Washington. The vehicle has 55,000 miles. Total cost including tax is \$9,810 which is substantially below market value.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$9810</u>	
Current year cost: \$9810	
Subsequent year(s) cost: 0	
Narrative: <u>Based on NADA pricing estimates and comparable nationwide sales, the \$9,000 cost is less than half of market value. Pre-Commissioning adds additional value to SPD.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? No	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? 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? Lifecycle costs will be collected for further analysis.	
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:

Committee: Public Safety **Date:** 03/04/2024

Committee Agenda type: Consent

Date Rec'd

2/22/2024

Clerk's File #

OPR 2024-0190

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept

POLICE

Project #

Contact Name/Phone

SHAWNA 4099

Bid #

KCDA #022-G

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Requisition #

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - POLICE DEPARTMENT PHONE PURCHASE - PATROL

Agenda Wording

Purchase of 128 Samsung Galaxy phones for Patrol Officers.

Summary (Background)

We last purchased patrol phones in 2020 and the phones have reached the end of their usable life. Our phones are purchased through CDWG and will be on the T-Mobile network. The cost of the phones is \$81,619.20 after tax. The cost of the T-Mobile service is \$0 through their Connecting Heros plan.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$ 81,619.20

Subsequent Year(s) Cost \$

Narrative

We are utilizing capital funds for this purchase. This was approved for the 2024 budget.

Amount

Budget Account

Expense \$ 81,619.20

5902-79115-21250-53502-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

LUNDGREN, JUSTIN

Division Director

LUNDGREN, JUSTIN

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

spdfinance@spokanecity.org



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QUOTE CONFIRMATION

ORIN FITZGERALD,

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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQVH747	11/29/2023	GALAXY S23 FE X128	12973674	\$81,619.20

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsung Galaxy S23 FE - graphite - 5G smartphone - 128 GB - GSM	128	7634466	\$585.00	\$74,880.00

Mfg. Part#: SM-S711UZAAXAA

Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$74,880.00
SHIPPING	\$0.00
SALES TAX	\$6,739.20
GRAND TOTAL	\$81,619.20

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: SPOKANE POLICE DEPARTMENT 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Dan Ferner | (866) 465-9919 | danfern@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$74,880.00	\$2,007.53/Month	\$74,880.00	\$2,319.03/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
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- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	March 4 th , 2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org
Council Sponsor(s)	<u>CM Dillon, CM Cathcart, CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Department Phone Purchase - Patrol
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Purchase of 128 Samsung Galaxy phones for Patrol Officers. We last purchased patrol phones in 2020 and the phones have reached the end of their usable life. Our phones are purchased through CDWG and will be on the T-Mobile network. The cost of the phones is \$81,619.20 after tax. The cost of the T-Mobile service is \$0 through their Connecting Heros plan.</p> <p>Patrol phones are utilized in many ways, including (but not limited to):</p> <ul style="list-style-type: none"> • Providing victims of domestic violence a way to call for support services during a DV call for service • Providing officers a way to assist citizens in accessing support services including treatment facilities, shelter, and mental health support • Serving as a multi-factor authentication key for accessing the City's network resources • Enabling officers to capture Citizen-provided evidence via Axon Capture/Axon Citizen • Providing a back-up communication method if radios are unavailable • Future: Via our Axon Records project, officers will be able to fill out police reports and associated forms from their phone. Forms that are citizen-facing (like the domestic violence evaluation forms) can be done while talking with the citizen to improve the speed of entry and ensure accuracy.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>Click or tap here to enter text.</u> Current year cost: \$81,619.20 Subsequent year(s) cost: \$0	
Narrative: <u>We are utilizing capital funds for this purchase. This was approved for the 2024 budget.</u>	

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? N/A

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

This purchase allows officers in the field to communicate directly with citizens from all backgrounds, including historically excluded communities. Patrol phones are essential for connecting citizens with services, including domestic violence resources, shelters, and treatment facilities.

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

We do not plan to collect data concerning the effect of issuing patrol phones.

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

We do not plan to collect data regarding the effectiveness of the phones.

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 proposal aligns with the Revised Code of Washington Chapter 10.99 – Domestic Violence – Official Response as it provides victims of domestic violence an immediate method of calling for support services.



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/14/2024

Clerk's File # OPR 2020-0428

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept	SOLID WASTE COLLECTION	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	CHRIS AVERYT 625.6540	Bid #	INFORMAL - 2020
---------------------------	-----------------------	--------------	-----------------

Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Requisition #	CR 26036
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4500 ONE-YEAR CONTRACT AMENDMENT/EXTENSION WITH C & C YARD		
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Agenda Wording

One-year contract amendment and extension with C & C Yard Care, Inc. (Spokane, WA) for weed control and lawn maintenance services at the Nelson Complex and Waste to Energy Facility -- \$50,624.53, plus applicable taxes

Summary (Background)

In 2020, an informal bid invitation was issued to companies on the MRSC small works roster under the categories of landscape maintenance and vegetation spraying. C & C Yard Care, Inc. was the lowest cost responsive bidder. They were awarded a three (3) year contract with option to extend for two (2) additional one-year periods. The initial contract covered the Nelson Complex property; the Waste to Energy Facility was added by amendment in 2022. This is the second and final contract extension.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 50,624.53, plus tax
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Current Year Cost	\$ 50,624.53, plus tax
-------------------	------------------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

This is an ongoing annual maintenance expense that was planned and budgeted for in 2024.

Amount

Budget Account

Expense	\$ 16,112.48, plus tax	# 4500-30210-37141-54212-99999
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Expense	\$ 5,370.83, plus tax	# 4500-30210-37141-54212-19014
---------	-----------------------	--------------------------------

Expense	\$ 5,370.83, plus tax	# 4500-30210-37141-54212-19016
---------	-----------------------	--------------------------------

Expense	\$ 23,770.39, plus tax	# 4490-44100-37148-54212-99999
---------	------------------------	--------------------------------

	\$	#
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	\$	#
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Chris Corigliano (chrisc@candycare.com)	caveryt@spokanecity.org
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dpaine@spokanecity.org	rhughes@spokanecity.org
klong@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Collection & Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org & 509.625.6540
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	One-Year Contract Amendment/Extension with C & C Yard Care, Inc.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>One-year contract amendment and extension with C & C Yard Care, Inc. to provide weed control and lawn/landscape maintenance services at the Spokane Central Service Center, Street Department Administration Building and Warehouse, the Broadway Fuel and Wash Stations, and the Waste to Energy Facility. The original contract included the properties at the Nelson Complex which Solid Waste Collection is responsible for; the contract was amended in 2022 to add the Waste to Energy Facility.</p> <p>This is the second and final one-year extension as provided for in the original contract. The contractor requested a 3.5% increase based on current economic conditions. Both Solid Waste Departments agreed to this request.</p> <p>The landscape at the Nelson Complex has become more established over the last several years so additional hours were deemed necessary and added to the contract for pruning, trimming and weeding the tree and shrub beds. Two extra visits for cleaning the inside and outside of the exterior fences on Nelson and Desmet were also included to make that a monthly service.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$50,624.53, plus tax</u></p> <p> Current year cost: \$50,624.53, plus tax</p> <p> Subsequent year(s) cost: Unknown; this service will be rebid in 2025.</p> <p>Narrative: <u>This is an ongoing annual maintenance expense that was planned and budgeted for in 2024.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? No impacts are identified. Public Works services are designed to serve all residents and businesses. We strive to offer a consistent level of service to all. We recognize the need to maintain affordability 	

and predictability for all utility customers and are committed to being financially and environmentally responsible. This contract supports Public Works operations.

- 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 is a preventative maintenance contract for city owned properties and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. The contractor is governed by WA State Department of Labor & Industries.

- 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?

This work is consistent with annual budget strategies to limit costs and aligns with the City's purchasing and procurement policies for Public Works maintenance.

Council Subcommittee Review

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

N/A



City of Spokane
**CONTRACT AMENDMENT AND
EXTENSION #2 of 2**
Title: **Muti-Year Preventative Maintenance Agreement**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **C & C Yard Care, Inc.**, whose address is 5210 North Florida Street, Spokane, Washington 99217, (**Remittance Address: P.O. Box 18769, Spokane, Washington 99228**) as ("**Contractor**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide Lawn Maintenance and Weed Control, including but not limited to Annual Application Services, Pruning and Weeding Services, Lawn Services, and Clean Up Services, Covering the following locations: SCSC (915 North Nelson St., Spokane, WA); Street Department Admin & Warehouse (901 North Nelson St., Spokane, WA); Broadway Fuel & Wash Stations (2616 East Broadway Avenue, Spokane, WA); and Waste to Energy Facility (2900 South Geiger Blvd., Spokane, WA); and*

WHEREAS, the initial Contract provided for two (2) additional one-year extensions with this being the 2nd of those extensions, thus the original Contract needs to be formally Amended and Extended by this written document; and

WHEREAS, a price increase of Three and a half percent (3.5%) was requested by the Contractor as allowed in the bid documents and has been agreed upon by both parties, and additional hours are 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 April 21, 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 / Extension shall become effective on April 1, 2024, and shall end March 31, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Need to add additional hours and visits regarding one of the services: 1) Trimming and Shaping Bushes, Cutting Ornamental Grasses – 60 hours instead of 40; 2) Hand Weeding Rock Beds – 20 hours instead of 14; 3) Cleanup Services – Shrub/Rock Beds (inside & outside fence lines on Desmet & Nelson) – 7 visits instead of 5.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND SIX HUNDRED TWENTY-FOUR AND 53/100 DOLLARS (\$50,624.53) plus tax**, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

C & C YARD CARE, 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:

Two emails requesting the price increase and additional work, along with the 2024 pricing.

U2024-018

	Pricing effective 03/01/22 - 03/31/23 w/ 10% increase from original bid			Pricing effective 04/01/23-03/31/24 w/10% increase			Pricing effective 04/01/24 - 03/31/2025 w/3.5% increase		
Natural/Dirt Areas, Street Warehouse, Cul-de-sac Red areas on map.									
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Bareground Weed Control Initial Application to all red areas on map	\$495.00	1	\$495.00	\$544.50	1	\$544.50	\$563.56	1	\$563.56
Bareground Weed Control Follow Up Application to all red areas on map	\$165.00	1	\$165.00	\$181.50	1	\$181.50	\$187.85	1	\$187.85
CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc)	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc).	\$82.50	2	\$165.00	\$90.75	2	\$181.50	\$93.93	2	\$187.85
Non-Irrigated Areas Yellow areas on map.									
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Broadleaf Weed Control Initial Treatment	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71
Broadleaf Weed Control Follow Up Treatment	\$165.00	1	\$165.00	\$181.50	1	\$181.50	\$187.85	1	\$187.85
LAWN SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Mow or String Trim (mulch or remove clippings as needed; blow clippings off hard surfaces)	\$330.00	4	\$1,320.00	\$363.00	4	\$1,452.00	\$375.71	4	\$1,502.82
CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Area inside and outside fence along Broadway Avenue -- Initial Spring Cleanup (Brush cutting, removing trash, etc).	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24
Area inside and outside fence along Broadway Avenue – Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	\$55.00	2	\$110.00	\$60.50	2	\$121.00	\$62.62	2	\$125.24
Irrigated & Partially Irrigated Areas Green areas on map.									
LAWN SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Aerating	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Mow Lawn Areas (Weekly starting approximately April 1st unless delayed by contract finalization; mulch or remove clippings as needed)	\$264.00	28	\$7,392.00	\$290.40	28	\$8,131.20	\$300.56	28	\$8,415.79
String Trim Mowed Areas (Weekly; blow clippings off hard surfaces)	included w/ mowing	28	n/a	included w/ mowing	28	n/a	included w/ mowing	28	n/a
Blade-edge Areas (Bi-weekly; blow clippings off hard surfaces)	included w/ mowing	14	n/a	included w/ mowing	14	n/a	included w/ mowing	14	n/a
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL

Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	\$353.10	3	\$1,059.30	\$388.41	3	\$1,165.23	\$402.00	3	\$1,206.01
Lawn Weed Control Initial Application	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Lawn Weed Control Follow Up Application	\$165.00	2	\$330.00	\$181.50	2	\$363.00	\$187.85	2	\$375.71

Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines & Sidewalks

Blue areas on map.

APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Insect Treatment - Trees	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Insect Treatment – Shrubs	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Shrub/Rock Beds & Bark by Trees Weed Control Initial Application (Include pre-emergent weed control)	\$605.00	1	\$605.00	\$665.50	1	\$665.50	\$688.79	1	\$688.79
Shrub/Rock Beds & Bark by Trees Weed Control Follow Up Treatments	\$198.00	5	\$990.00	\$217.80	5	\$1,089.00	\$225.42	5	\$1,127.12
Curb Line Weed Control – Nelson St & Desmet Ave	\$77.00	5	\$385.00	\$84.70	5	\$423.50	\$87.66	5	\$438.32
Sidewalk Cracks Weed Control – Nelson St & Desmet Ave	\$77.00	3	\$231.00	\$84.70	3	\$254.10	\$87.66	3	\$262.99
CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Initial Spring Clean Up (Removing trash, tumbleweeds, leaves, etc.)	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Monthly Follow Up Cleaning (Removing trash, tumbleweeds, large weeds, leaves, etc.)	\$110.00	5	\$550.00	\$121.00	5	\$605.00	\$125.24	7	\$876.65
Curb Lines & Sidewalks on Nelson & Desmet – Initial Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24
Curb Lines & Sidewalks on Nelson & Desmet – Follow Up Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24
PRUNING & WEEDING SERVICES	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL
Pruning Trees	\$66.00	20	\$1,320.00	\$72.60	20	\$1,452.00	\$75.14	20	\$1,502.82
Trimming & Shaping Bushes, Cutting Back Ornamental Grasses & Plants, etc.	\$60.50	40	\$2,420.00	\$66.55	40	\$2,662.00	\$68.88	60	\$4,132.76
Hand Weeding Rock Beds (includes pulling dead perennials and large weeds in spring, weeding throughout year)	\$88.00	14	\$1,232.00	\$96.80	14	\$1,355.20	\$100.19	20	\$2,003.76

Combined Areas

Yellow and green areas on map.

CLEANUP SERVICES	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL
Yellow & Green Areas on Map – Fall Leaf Clean Up	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71

If needed, use of a man lift or boom truck for pruning trees will be charged at: 2022 rate: \$55/hour 2023 rate: \$60.50/hour 2024 rate: \$62.62/hour	BID TOTAL:			NEW PROPOSED TOTAL:			NEW PROPOSED TOTAL:		
	Subtotal (All Areas & Services):		\$21,629.30	Subtotal (All Areas & Services):		\$23,792.23	Subtotal (All Areas & Services):		\$26,854.14
	WA State Sales Tax 9%		\$1,946.64	WA State Sales Tax 9%		\$2,141.30	WA State Sales Tax 9%		\$2,416.87
	Grand Total		\$23,575.94	Grand Total		\$25,933.53	Grand Total		\$29,271.01

WTE COSTS - LAWN MAINTENANCE

	2022 ENCUMBERANCE	2023 ENCUMBERANCE	2024 ENCUMBERANCE
SERVICE:	\$19,644.95	\$21,609.45	\$23,770.39
9% TAX:	\$1,768.05	\$1,944.85	\$2,139.34
GRAND TOTAL:	\$21,413.00	\$23,554.30	\$25,909.73

From: [Chris Corigliano](#)
To: [Binderle, Rick](#)
Cc: [Dorgan, Michelle](#); [Paine, David](#)
Subject: Re: David Please Provide C&C Yard Care Feedback (FW: City Seeks Feedback If C&C Yard Care Is Interested In Adding Three Additional Locations To Current Contract, OPR 2020-0428)
Date: Monday, June 13, 2022 10:53:37 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick, Michelle -

Our invoice for Saturday's work will be \$3000. I'll send that out shortly.

Regular cuttings will be \$1000 per visit. If we mow roughly every other week (assuming you will not be fertilizing the areas) then we should figure about 10 more cuttings to finish out the season. This would be \$10,000 to finish out the year.

While on site I did notice several areas with noxious weeds. Does your staff treat these areas? We could provide one visit to scout and treat up to 10 acres at the plant for \$2000.00.

Let me know your approval to proceed with the regular cutting of the irrigated areas for \$1000 per visit and I'll get that work set up.

Ongoing Cutting Rates 2022

2024 TOTAL CONTRACT AMOUNT

	NELSON COMPLEX:	WTE FACILITY:	TOTAL BOTH LOCATIONS:
SERVICE:	\$26,854.14	\$23,770.39	\$50,624.53
9% TAX:	\$2,416.87	\$2,139.34	\$4,556.21
GRAND TOTAL:	\$29,271.01	\$25,909.73	\$55,180.74

Schoonover, Rachel

From: Chris Corigliano <chrisc@candcyardcare.com>
Sent: Tuesday, January 30, 2024 1:41 PM
To: Schoonover, Rachel
Subject: OPR-2020-0428

Importance: Low

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Rachel! Hope all is well with you.

After careful consideration C&C Yard Care is asking for a 3.5% cost increase for 2024 at the Spokane Central Service Center and WTE Facility. Our costs have increased for labor, auto and general liability insurance as well as herbicides and fertilizers. Please let me know if you have any questions about this cost increase.

Thank you! Hope your "winter" has been great.

Chris Corigliano

President

ISA Certified Arborist PN-1976A



C&C Yard Care, Inc

O: (509) 482-0303 C: (509) 999-4415

P.O. Box 18768

Spokane, WA 99228

www.CandCYardCare.com

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[CLICK HERE TO WRITE A GOOGLE REVIEW](#)

[CLICK HERE FOR OUR FACEBOOK PAGE](#)

Not happy? Please contact us right away so we can make it right!

Schoonover, Rachel

From: Chris Corigliano <chrisc@candycardcare.com>
Sent: Monday, February 5, 2024 1:36 PM
To: Schoonover, Rachel
Subject: Re: OPR-2020-0428

Importance: Low

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rachel -

You are awesome! Thank you for the spreadsheet.

I think somehow we didn't include enough time to prune all of the shrubs/bushes at the main building parking lot, inside/outside the North fence along Desmet, around the signal building, and the car wash area. Some of these bushes are getting pretty big and the leafy ones need to be sheared twice per season or they get out of control. Also, cutting back the perennials and grasses in the fall is time consuming as they too are getting bigger! So, here is what I recommend, if you can:

- PRUNING TREES - We didn't actually do any tree pruning last season. We got things cleaned up pretty well in 2022, so we just left the budget for other items. In 2024 I'd say keep the 20 hours. I only foresee using about half of that amount in 2024, but perhaps we keep the hours just in case.
- TRIMMING AND SHAPES BUSHES - I'd say 60 hours here should be sufficient, up from 40. If we need more we could always use the tree budget hours.
- HAND WEEDING ROCK BEDS - Here I would say 20 instead of 14 should be good.
- SHRUB/ROCK BEDS (inside & outside of Desmet) - We have five visits here at \$125.24 (new rate). If you could increase that to seven visits then we would have one per month between April and October.

I think that is it. Let me know if you need anything else!

On Mon, Feb 5, 2024 at 11:24 AM Schoonover, Rachel <rschoonover@spokanecity.org> wrote:

Hi Chris,

I hope you had a great weekend.

I added the 3.5% increase to last year's rates. When you get a chance to look this over, let me know if everything looks good to you. I have the pruning, trimming, etc hours in yellow so I make sure I update those once we have an idea on that. First two pages are Nelson, third page is WTE costs and last page is the total for both locations. Once I update the hours for the Nelson complex, it will update the contract totals, too.

Thank you!

Rachel Schoonover

Office Manager | City of Spokane | Solid Waste Collection Department
Spokane Central Service Center | 915 N Nelson St, Spokane, WA 99202
Direct: 509.625.7886 | Fax: 509.343.9652 | Email: rschoonover@spokanecity.org
Office Hours: Mondays, Tuesdays & Fridays 6:30 am – 3:30 pm PST
Working Remote: Wednesdays & Thursdays 6:00 am – 3:00 pm PST

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

[< Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: C & C YARD CARE, INC.

Business name: C & C YARD CARE

Entity type: [Profit Corporation](#)

UBI #: 601-907-479

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5210 N FLORIDA ST
SPOKANE WA 99217-6710

Mailing address: PO BOX 18768
SPOKANE WA 99228-0768

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident	BUS2019-053			Active	Oct-31-2024	Jul-01-2019
Minor Work Permit				Active	Oct-31-2024	Jun-05-2018
Nursery Retail Plant Seller/Installer				Active	Oct-31-2024	Nov-17-2021
Spokane General Business	T12045428BUS			Active	Oct-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	01108			Active	Oct-31-2024	Feb-11-2004

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

Governing people	Title
CORIGLIANO, CHRIS	
CORIGLIANO, JENNIFER	

The Business Lookup information is updated nightly. Search date and time: 2/15/2024 7:00:54 AM

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POLICY NUMBER: A0187061004

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites and Operations as described in written contracts with the named insured.

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in written contracts with the named insured.

Job Description:

All Operations with written contract with the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in written contracts with the named insured. Description: All Operations with written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites and Operations as described in written contracts with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Policy Maximum Each Construction Project General Aggregate Limit: Not Applicable</p> <p>Designated Construction Project(s): All construction projects away from premises owned by or rented to the Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Subject to **Paragraph 2.** below, a separate **Each Construction Project General Aggregate Limit** applies to each designated construction project, and that limit is equal to the amount of the **General Aggregate Limit shown in the Declarations.**
 2. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.
 3. Subject to **Paragraph 2.** above, the **Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the **General Aggregate Limit shown in the Declarations** nor shall they reduce any other **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.
 5. Subject to **Paragraph 2.** above, the limits shown in the **Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the **General Aggregate Limit** shown in the **Declarations**, such limits will be subject to the applicable **Each Construction Project General Aggregate Limit.**

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the **General Aggregate Limit** or the **Products-completed Operations Aggregate Limit**, whichever is applicable; and
 2. Such payments shall not reduce any **Each Construction Project General Aggregate Limit** provided under this policy.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the **Products-completed Operations Aggregate Limit**, and not reduce the **General Aggregate Limit** nor any **Each Construction Project General Aggregate Limit** provided under this policy.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: A0187061001

ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

5210 N Florida St
Spokane, WA 99217-6710

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

5210 N Florida St
Spokane, WA 99217-6710

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/9/2024

Clerk's File #

OPR 2024-0191

Renews #**Cross Ref #****Council Meeting Date:** 03/18/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2020046, 047,

Contact Name/Phone

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Engineer Construction Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 – LOW BID AWARD – CYCLE 10 TRAFFIC CALMING (2020046) – TO BE

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Cycle 10 Traffic Calming - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On ____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of \$3,000,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2-26-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Traffic Calming (Cycle 10)
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>This project appeared on the July PIES agenda but since it has been more than 6 months, we are submitting a new updated briefing paper.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <ul style="list-style-type: none"> • This is the annual neighborhood traffic calming project funded primarily by red light camera funds together with a small amount (approx. 3% each) of state TIB, local impact fees and local PDA funds. • Projects are in all three districts. • Project components can be seen in the attached exhibits. • Due to the time of year and large size of this project, most work on this project will occur next spring/summer. • This project is currently advertising for bids and will be constructed in the 2024 construction season. • Due to on-going coordination with the neighborhood, the Illinois Avel portion of the work will be rolled into the cycle 11 project.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$3M</u></p> <p> Current year cost: \$3M</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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 project is specifically designed to assist low-income residents get caught up on their city utility bills.

- 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?

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?

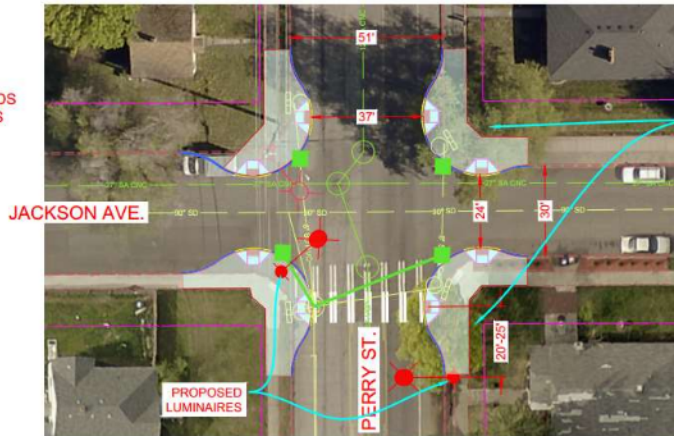
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



NOTE: THIS PROJECT ALSO FUNDS TWO "20 WHEN FLASHING" UNITS ON PERRY STREET



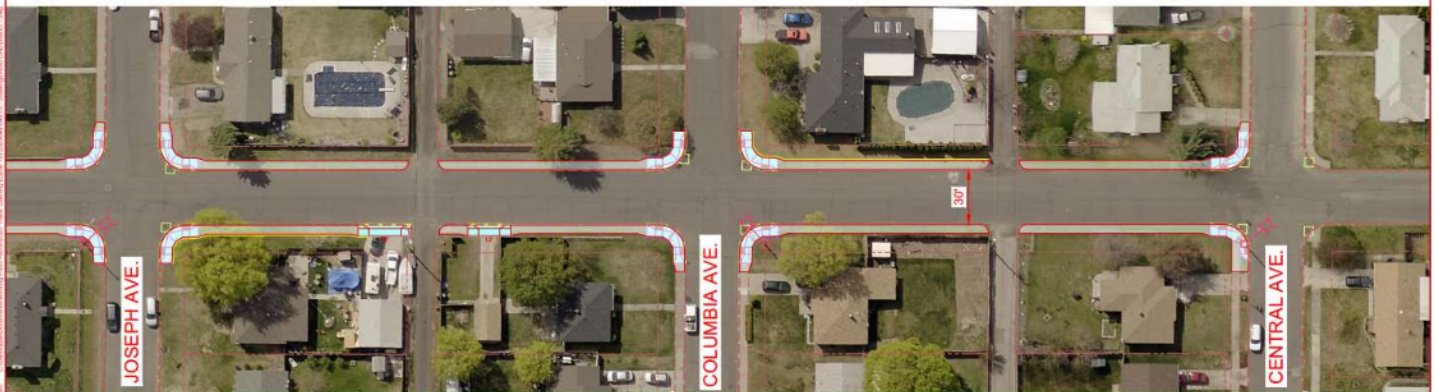
PRUNE TREES PER COS STANDARDS




PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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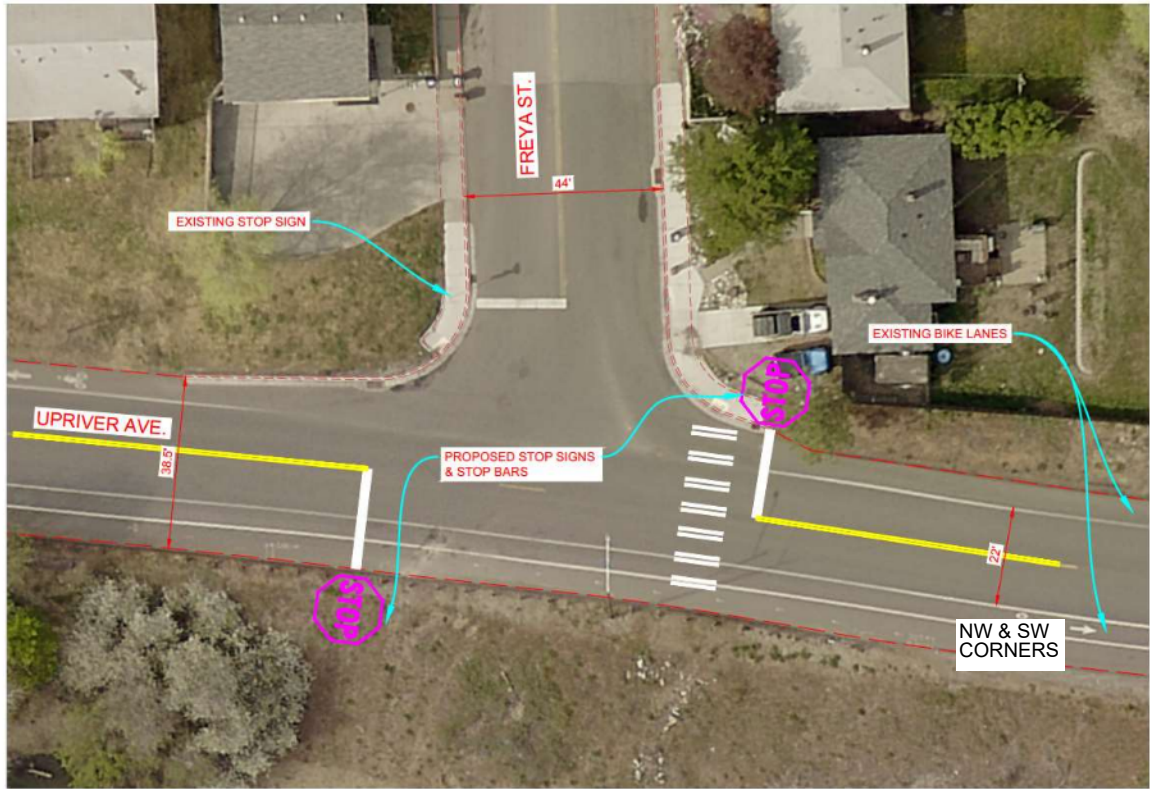
PERRY STREET
PROJECT # 2020046
JACKSON AVE. TO MARIETTA AVE.
DISTRICT 1 - BUMPOUTS AND SIDEWALK




PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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PITTSBURG STREET
PROJECT # 2020046
NORTH FOOTHILLS DR. TO EUCLID AVE.
DISTRICT 1 - 5' SIDEWALK

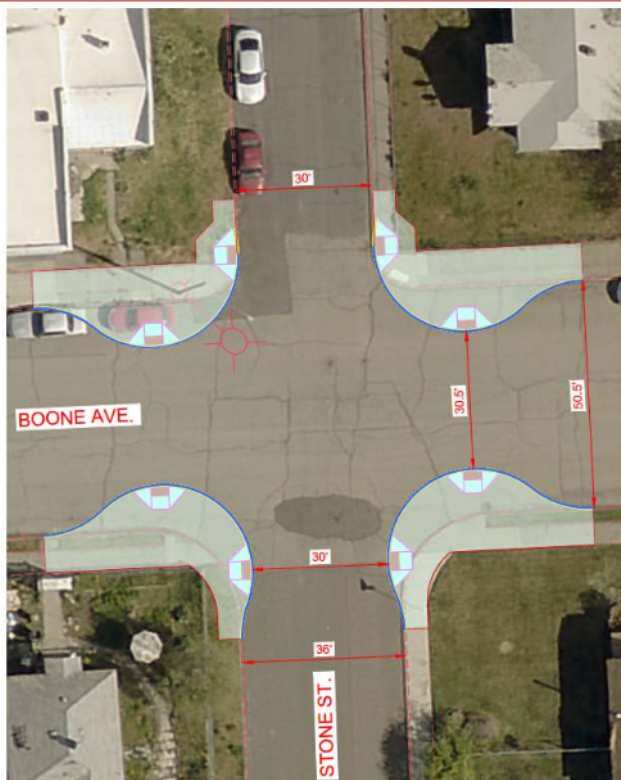


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INTEGRATED CAPITAL MANAGEMENT

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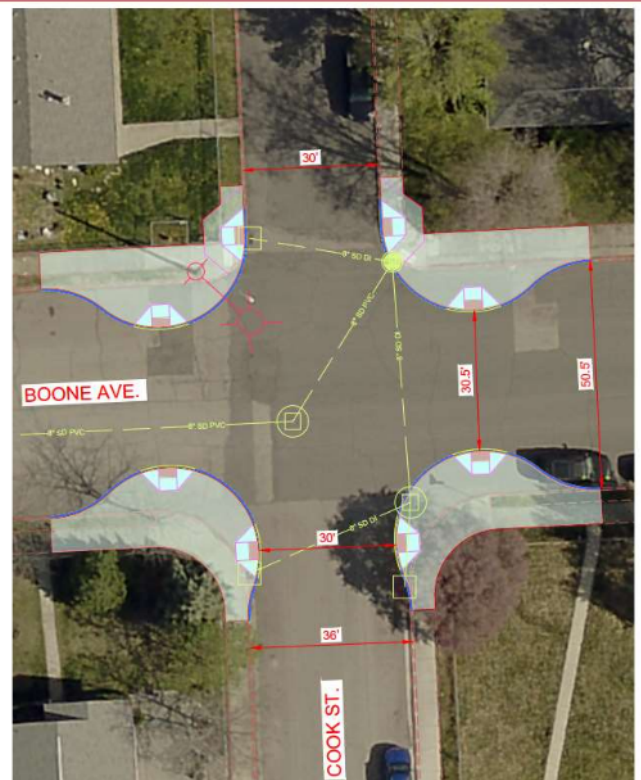
UPRIVER DRIVE

PROJECT # 2020046
@ FREYA STREET
DISTRICT 1 - ALL WAY STOP



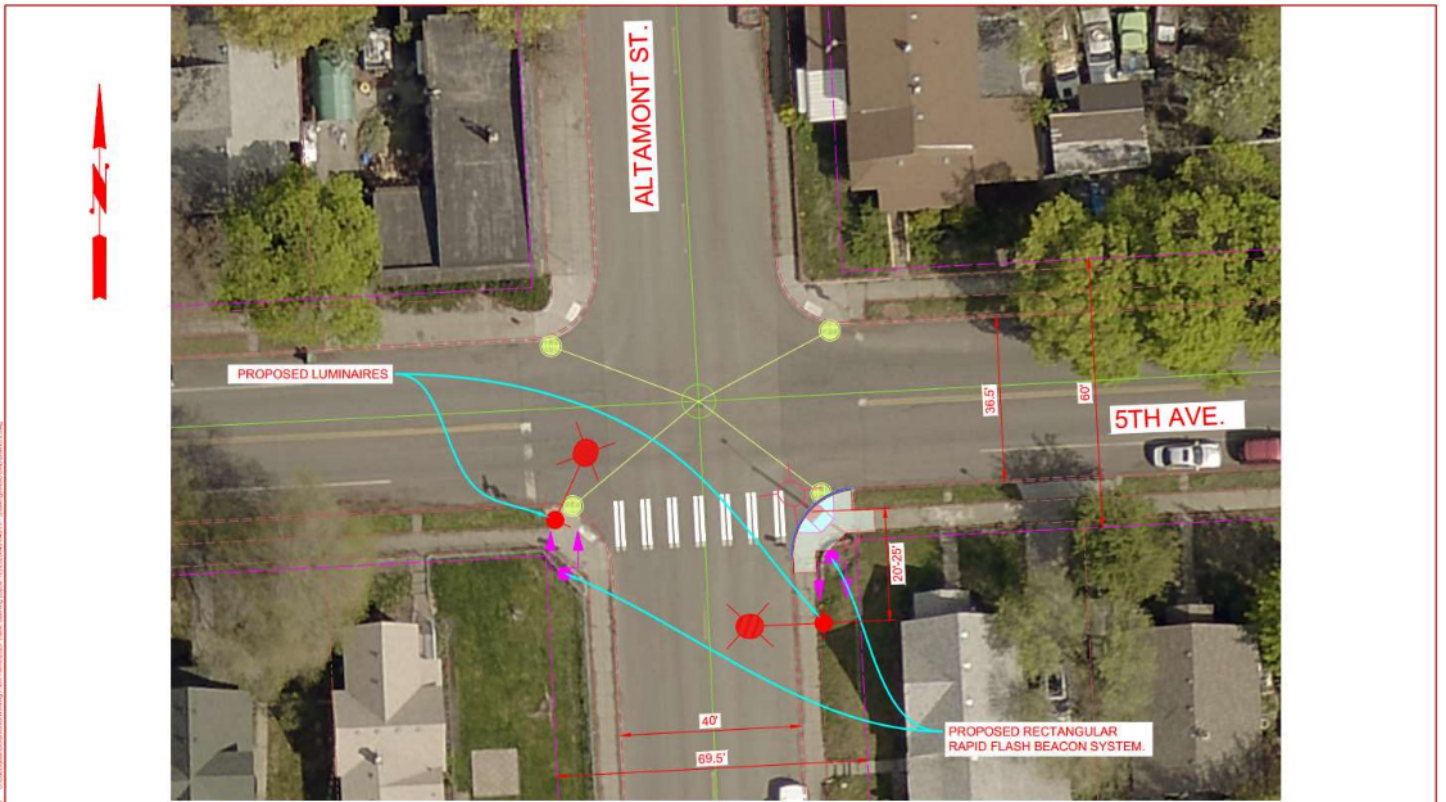
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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BOONE AVENUE

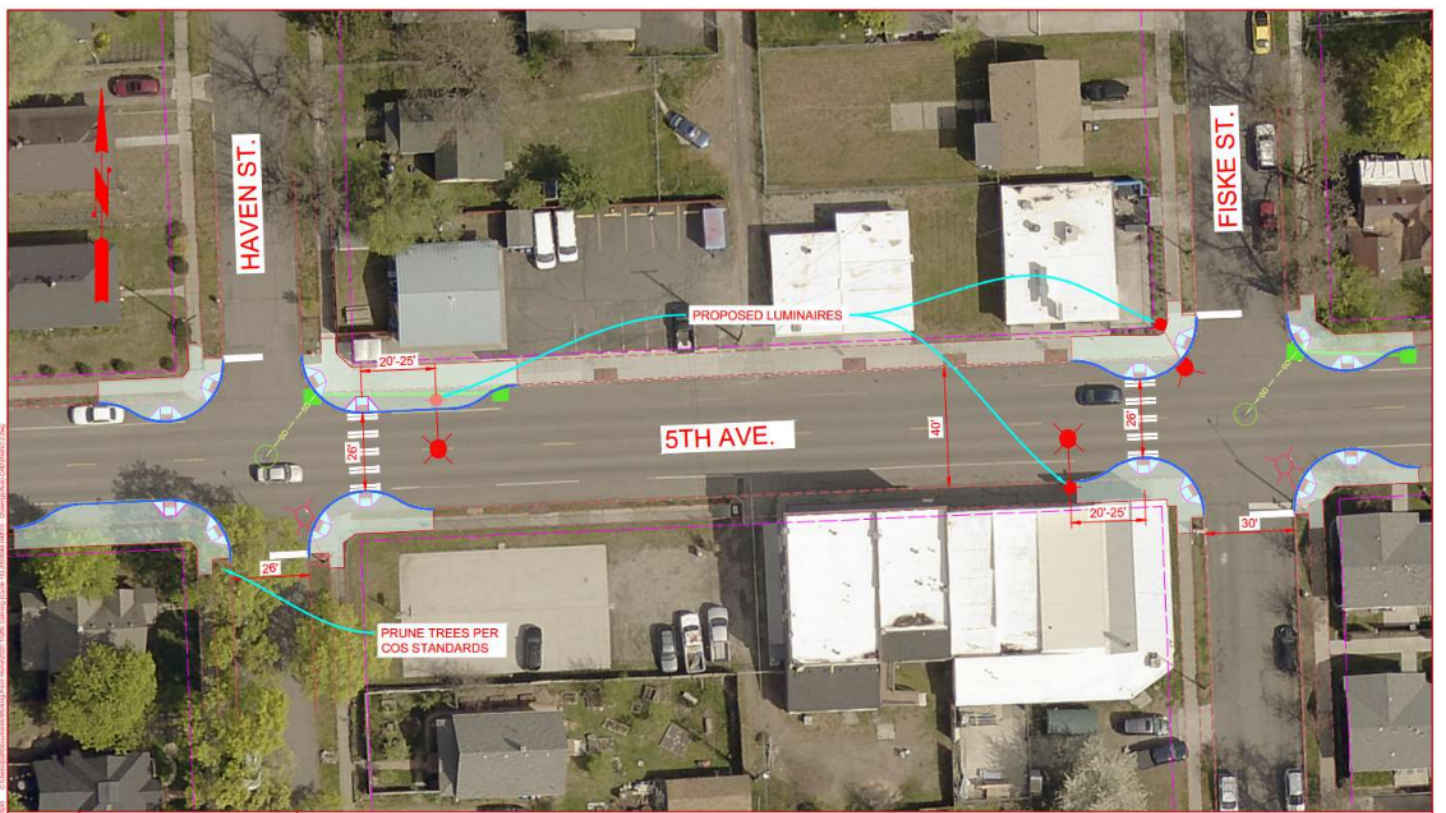
PROJECT # 2020046
@ STONE & COOK INTERSECTIONS
DISTRICT 1 - BUMPOUTS




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ALTAMONT STREET
 PROJECT # 2020047
 INTERSECTION
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON SYSTEM

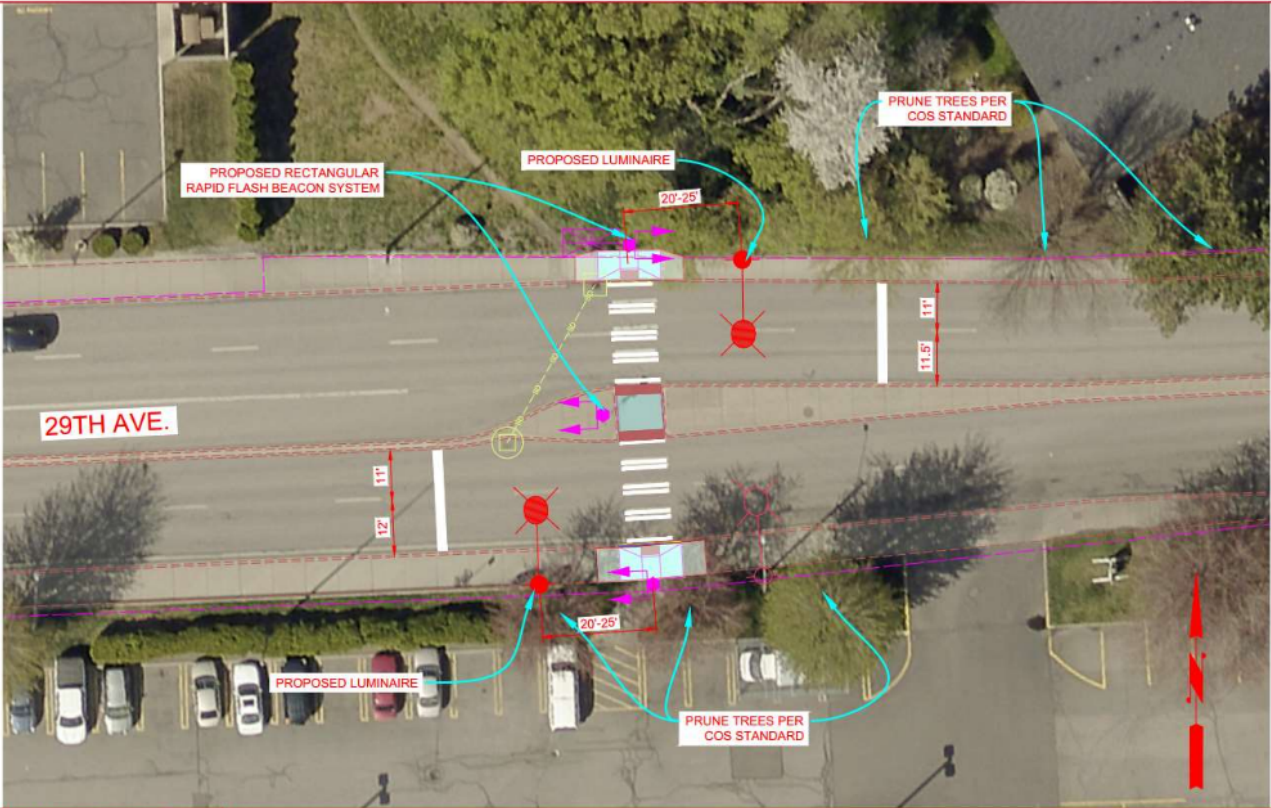
Sheet 1 of 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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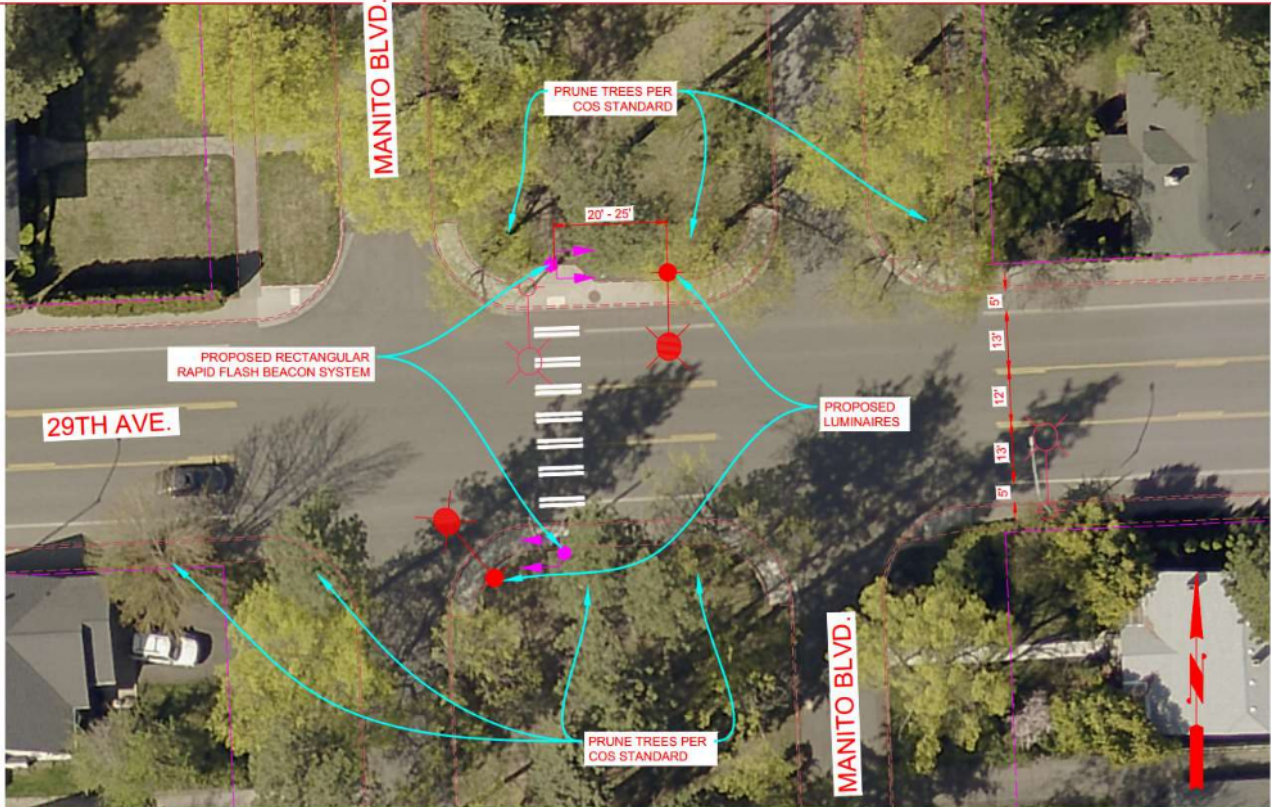
5TH AVENUE
 PROJECT # 2020047
 HAVEN TO FISKE
 DISTRICT 2 - BUMPOUTS

Sheet 1 of 1



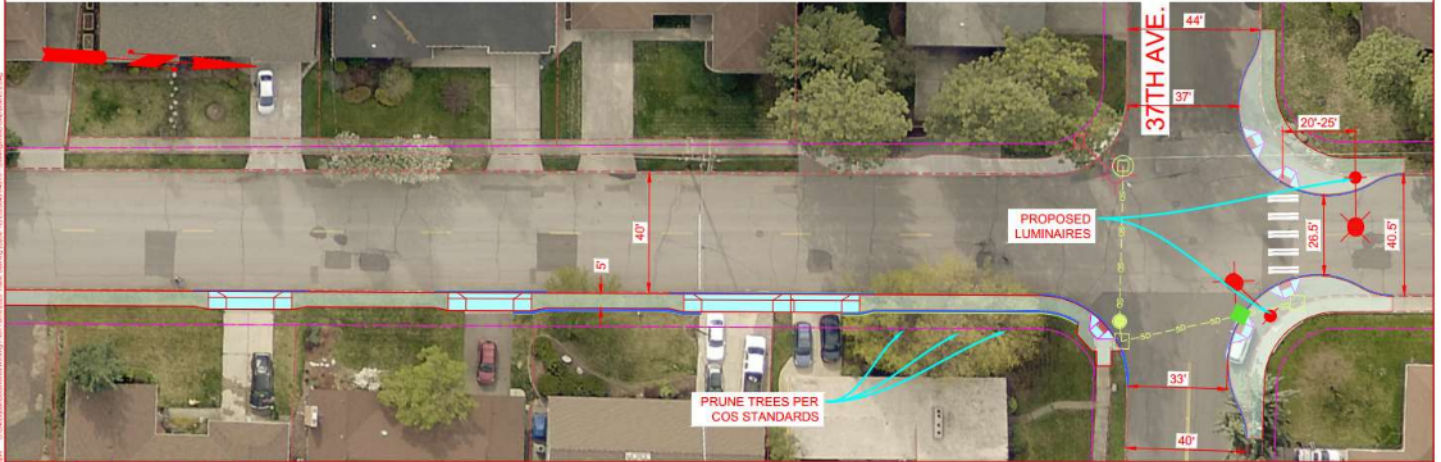

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29TH AVENUE
 PROJECT # 2020047
 @ ROSAUERS CROSSWALK
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON




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 INTEGRATED CAPITAL MANAGEMENT
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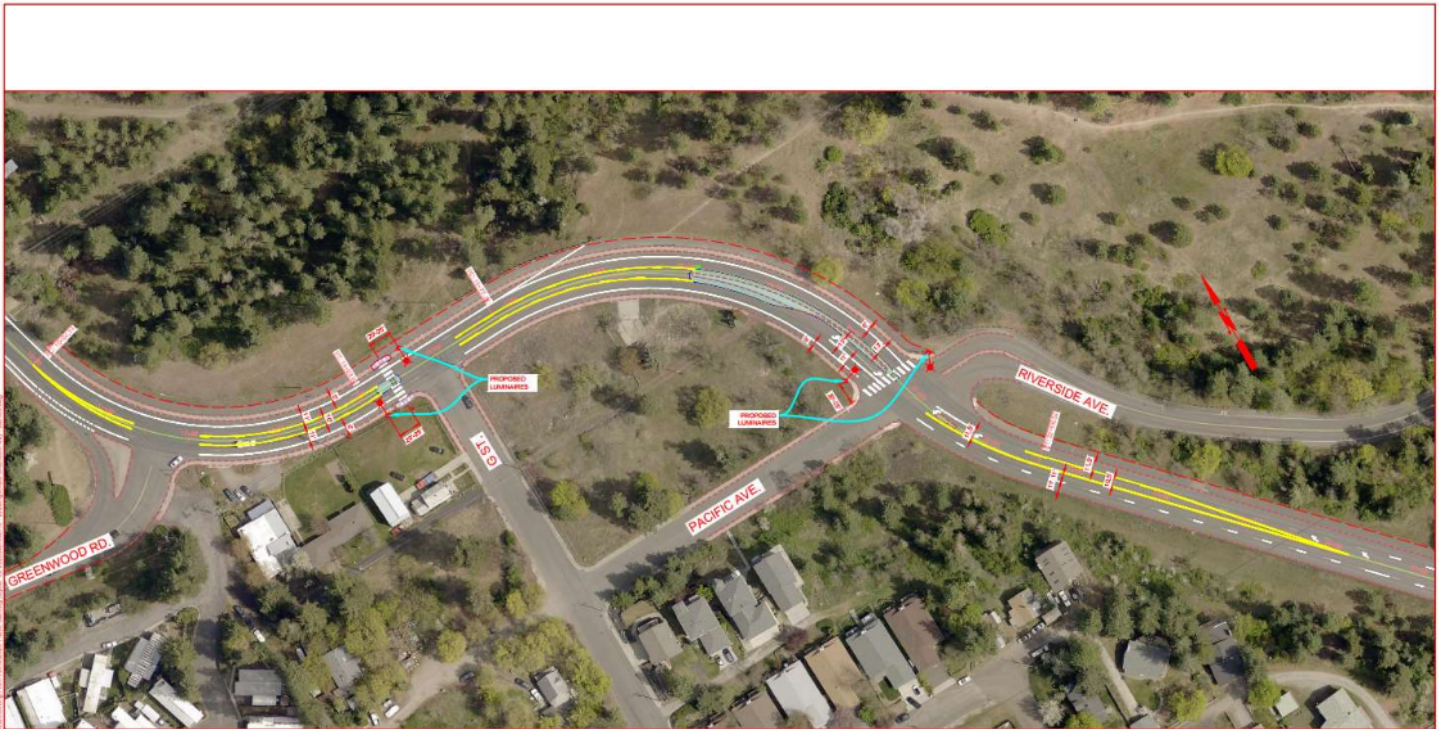
29TH AVENUE
 PROJECT # 2020047
 MANITO BLVD
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON




 PUBLIC WORKS DIVISION
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BERNARD STREET
 PROJECT # 2020047
 HIGH DRIVE TO 37TH AVENUE
 DISTRICT 2 - SIDEWALK - OPT 2

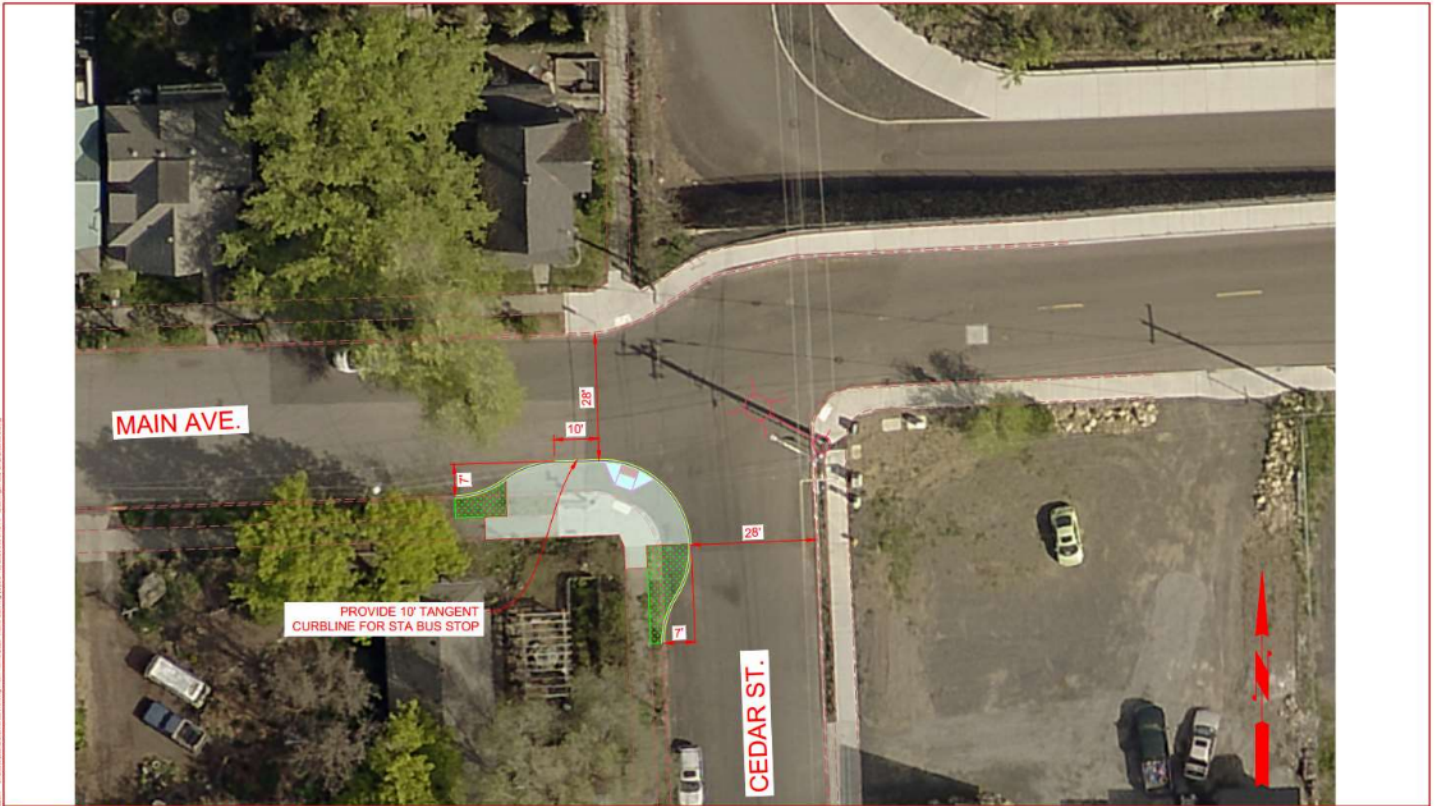
SHEET 1 OF 1




 PUBLIC WORKS DIVISION
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2020 TRAFFIC CALMING (CYCLE 10)
 PROJECT # 2020047
 GOVERNMENT WAY - GREENWOOD TO RIVERSIDE
 RE-STRIPE

SHEET 1 OF 1



MAIN AVE.

PROVIDE 10' TANGENT CURBLINE FOR STA BUS STOP

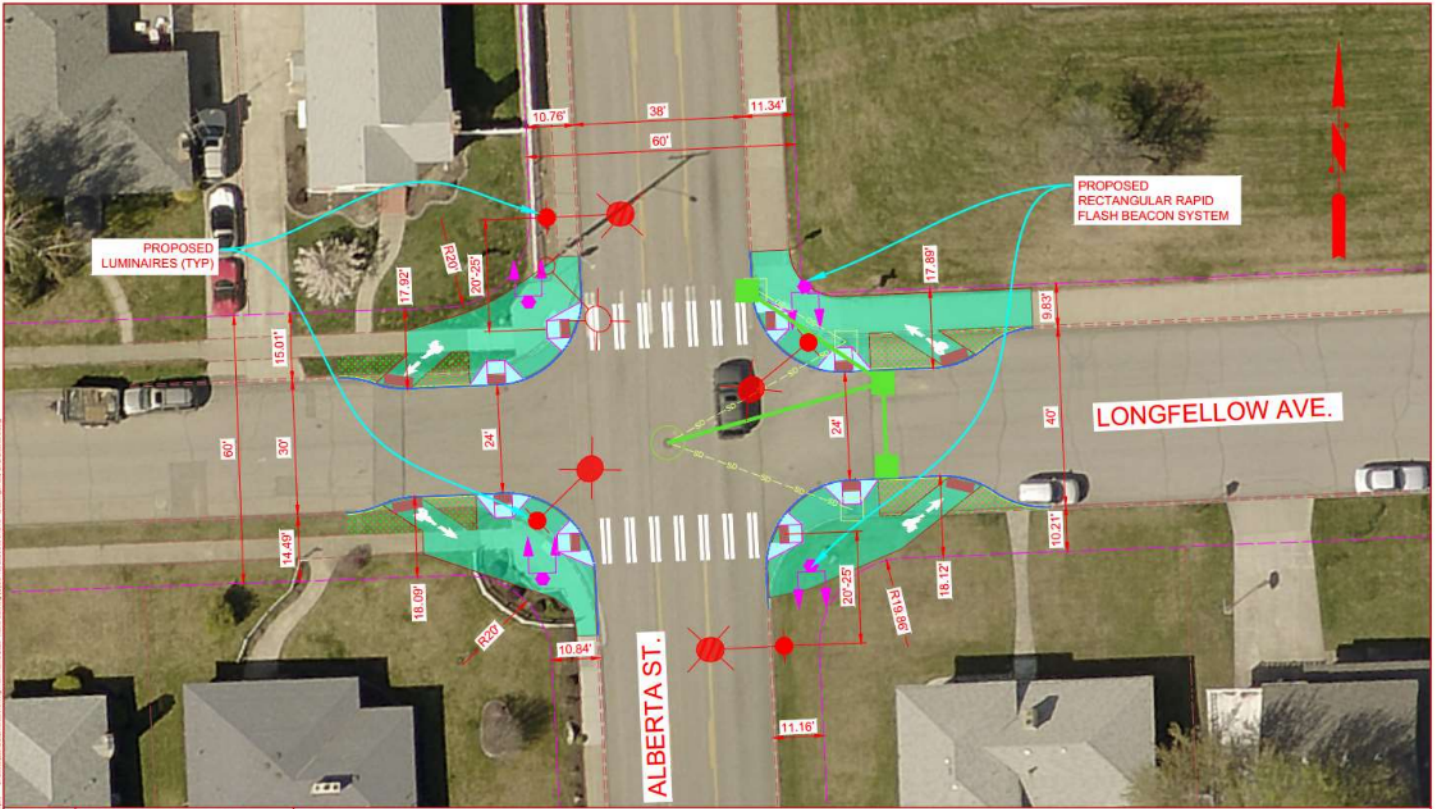
CEDAR ST.

SPOKANE
 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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MAIN AVENUE
 PROJECT # 2020047
 CEDAR STREET
 DISTRICT 2 - BUMPOUT

Sheet 1 of 1



PROPOSED LUMINAIRES (TYP)

PROPOSED RECTANGULAR RAPID FLASH BEACON SYSTEM

ALBERTA ST.

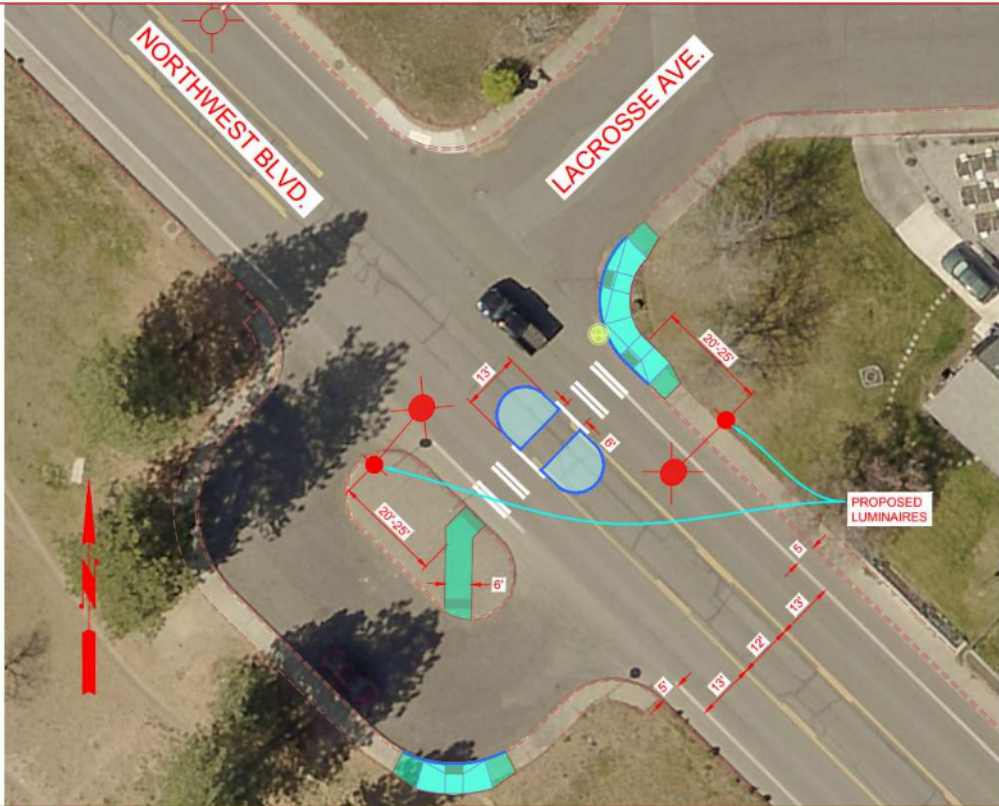
LONGFELLOW AVE.

SPOKANE
 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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ALBERTA & LONGFELLOW
 PROJECT # 2020048
 INTERSECTION
 DISTRICT 3 - RECTANGULAR RAPID FLASH BEACON SYSTEM - 2

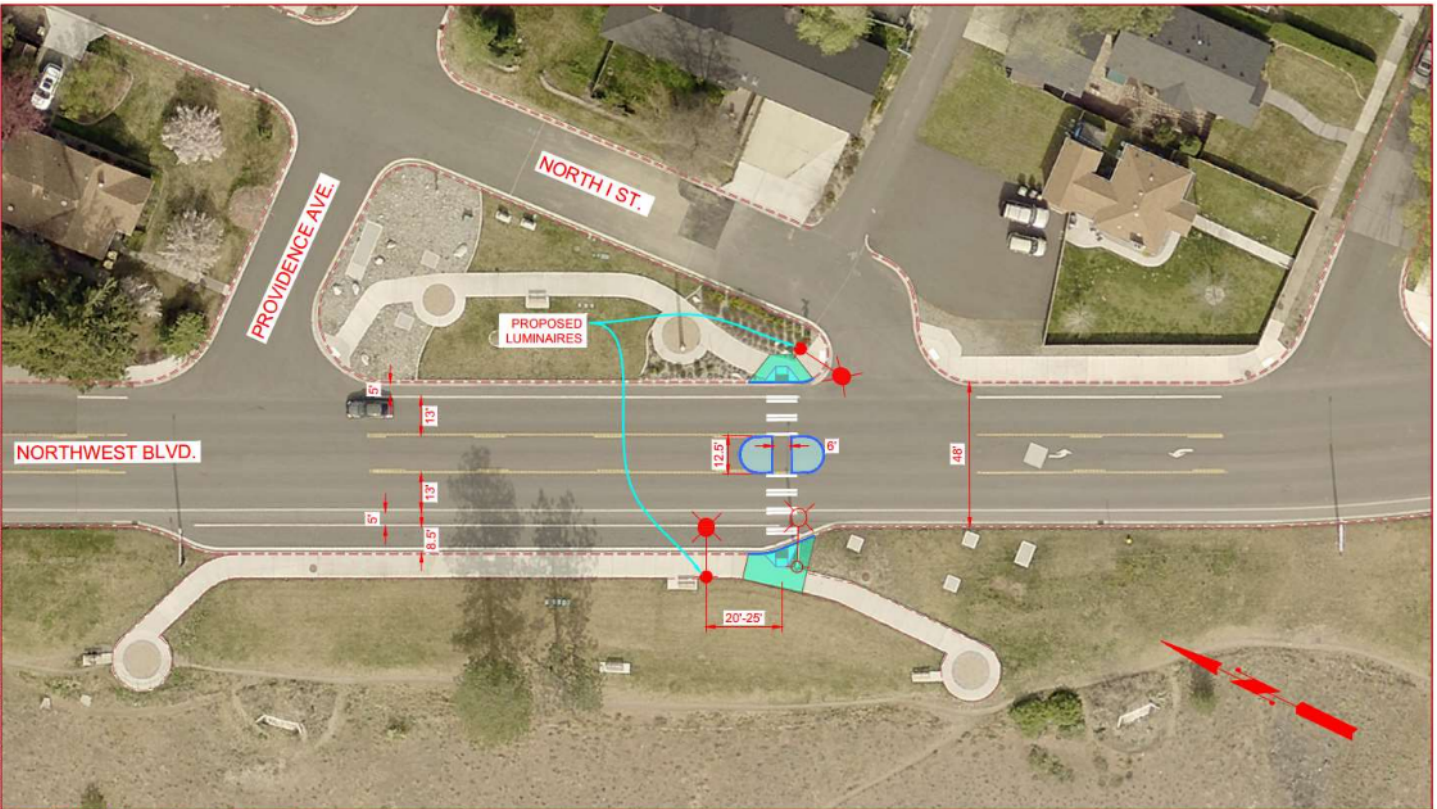
Sheet 1 of 1




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NORTHWEST BLVD @ LACROSSE AVE
 PROJECT # 2020048
 INTERSECTIONS
 DISTRICT 3 - CROSSWALK

SHEET 1 OF 1




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NORTHWEST BLVD @ PROVIDENCE
 PROJECT # 2020048
 INTERSECTION
 DISTRICT 3 - CROSSWALKS

SHEET 1 OF 1



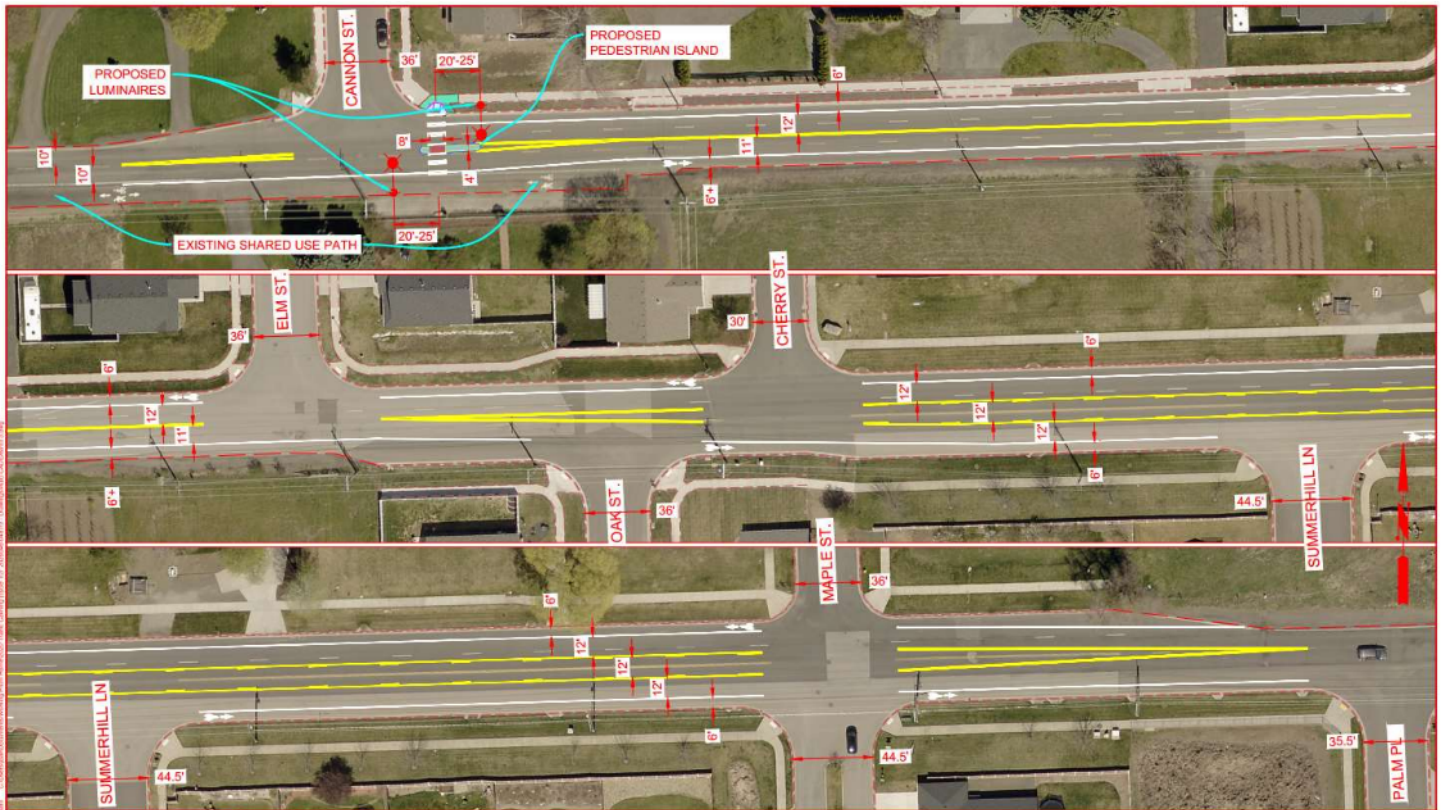

PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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ROWAN AVENUE
 PROJECT # 2020048
 MONROE ST. TO WALL ST.
 DISTRICT 3 - 5' SIDEWALKS




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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SHAWNEE AVENUE
 PROJECT # 2020048
 MOORE STREET TO WOODRIDGE DRIVE
 DISTRICT 3 - 5' SIDEWALKS - OPT 2

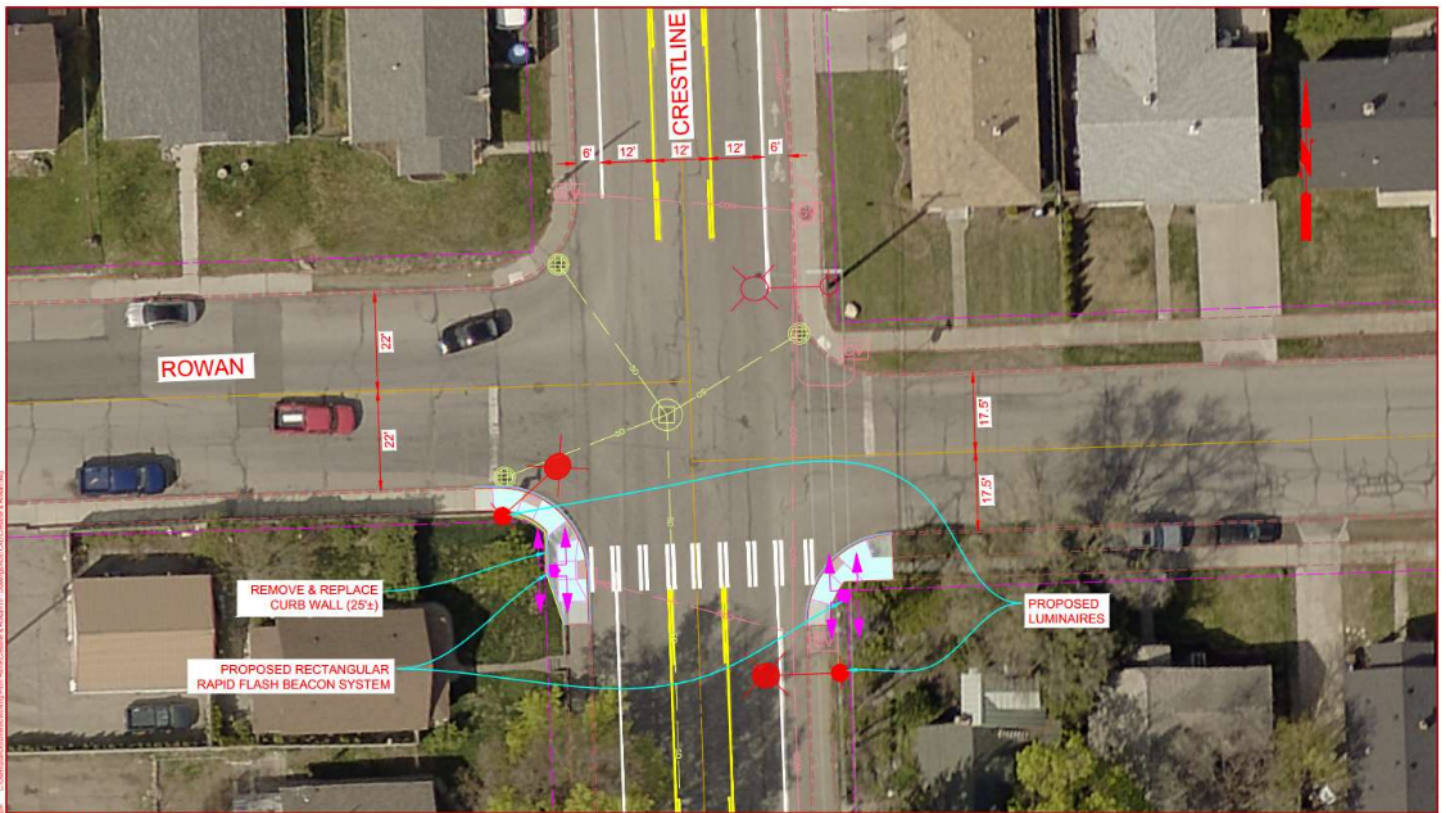


SPOKANE

 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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STRONG ROAD
 PROJECT # 2020048
 CANNON ST. TO ELM ST.
 DISTRICT 3 - CROSSWALK W/PEDSTRIAN ISLAND & RE-STRIPE - OPT 3



SPOKANE

 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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CRESTLINE STREET & ROWAN AVENUE
 INTERSECTION
 RECTANGULAR RAPID FLASH BEACON SYSTEM




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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THURSTON AVENUE
 PROJECT # 2020047
 @ PITTSBURG
 DISTRICT 2 - CURBLINE RE-ALIGNMENT - OPT 2

SHEET 1 OF 1

Ash St. – Broadway to Dean
Currently 1 Way Southbound
Convert to 2 way





Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/04/2024

Committee Agenda type: Consent

Date Rec'd

2/22/2024

Clerk's File #

OPR 2024-0192

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept

POLICE

Project #

Contact Name/Phone

JUSTIN 4215

Bid #

Contact E-Mail

JCLUNDGREN@SPOKANEPOLICE.OR

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - GRIEVANCE SETTLEMENT

Agenda Wording

Grievance Settlement related to vacation accrual.

Summary (Background)

The City of Spokane and Spokane Police Guild reached a non-binding settlement related to two outstanding grievances reference requests to exceed annual vacation accruals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 5427.07

Current Year Cost \$ 5427.07

Subsequent Year(s) Cost \$

Narrative

This is a non-precedent setting one-time mutual agreement that settles two outstanding grievances by providing payment for 103 hours of forfeited vacation to a retired Guild member.

Amount

Budget Account

Expense \$ 5427.07

0680-11230-21250-51260-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	March 4 th , 2024
Submitting Department	Police
Contact Name	Interim Chief J. Lundgren
Contact Email & Phone	jclundgren@spokanepolice.org (509) 625-4063
Council Sponsor(s)	CM Dillon, CM Cathcart, CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Grievance Settlement related to vacation accrual
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City of Spokane and Spokane Police Guild reached a non-binding settlement related to two outstanding grievances reference requests to exceed annual vacation accruals.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$5427.07</u></p> <p> Current year cost: \$5427.07</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>This is a non-precedent setting one-time mutual agreement that settles two outstanding grievances by providing payment for 103 hours of forfeited vacation to a retired Guild member.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? One time expense.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>N/A</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>As stated above this is a one time settlement related to a grievance filed by a bargaining unit. The impact is isolated to the involved members of the police department.</p> <ul style="list-style-type: none"> • 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>N/A</p> <ul style="list-style-type: none"> • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A 	

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
- This complies with the process outlined for the settlement of grievances as outlined in the Guild CBA.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
- **This item is being forwarded to the entire PSCHC for consideration as a consent item. I am available to provide further information in a City Council Executive session upon request.**

MEMORANDUM OF UNDERSTANDING

The City of Spokane (City) and the Spokane Police Guild (Guild) agree to the following resolution related to a request made by Det. Kennedy and Det. Mosman to exceed their annual maximum vacation accrual amounts. The parties agree to the following:

1. The annual maximum vacation accrual amounts for members of the Spokane Police Guild are set by the terms of the Article 12 of the Collective Bargaining Agreement at two times the member’s annual accrual plus forty hours.
2. Detective Kennedy, now retired, will be compensated for 103 hours of vacation time at her 2022 detective rate of pay in consideration for vacation she forfeited by exceeding the annual maximum vacation accrual.
3. The City maintains the prerogative to grant or deny future requests to exceed annual vacation accruals for Guild members at its discretion.
4. This MOU shall not be precedent setting for the Parties or any other collective bargaining units at the City of Spokane.

IN WITNESS WHEREOF, we have signed this MOU on the date set forth below.

FOR THE CITY:

FOR THE UNION:

Garrett Jones 10/16/2023

 Date
 Garrett Jones
 Interim City Administrator

David Dunkin 10/12/2023

 Date
 Dave Dunkin
 President

Craig Meidl 10/16/2023

 Date
 Craig Meidl
 Police Chief

[Signature] 10/12/2023

 Date
 Tim Schwering
 Vice-President

[Signature] 10/18/2023

 Date
 David Moss
 Human Resources Director

[Signature] 10/12/2023

 Date
 Trevor Winters
 Vice President

Approved as to form:

Lynden P. Smithson 10/18/2023

 Lynden Smithson
 City Attorney

Certificate Of Completion

Envelope Id: 56D7B26FD4EB4CD5A9BB273BB7CC5FC5
 Subject: Complete with DocuSign: Vacation Accrual MOU Mosman Kennedy grievance.docx
 Source Envelope:
 Document Pages: 1 Signatures: 7
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

 Envelope Originator:
 Jennifer Hammond
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201
 jhammond@spokanepolice.org
 IP Address: 155.190.3.5

Record Tracking

Status: Original Holder: Jennifer Hammond Location: DocuSign
 10/10/2023 11:40:29 AM jhammond@spokanepolice.org

Signer Events

David Dunkin
 ddunkin@spokanepolice.org
 Security Level: Email, Account Authentication
 (None)

Signature

David Dunkin

Signature Adoption: Pre-selected Style
 Using IP Address: 155.190.3.5

Timestamp

Sent: 10/10/2023 11:45:20 AM
 Viewed: 10/10/2023 12:59:55 PM
 Signed: 10/12/2023 4:49:14 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/10/2023 12:59:55 PM
 ID: 3ab8b752-2a04-4c43-b83f-770e62c6e39e

Tim Schwering
 tschwering@spokanepolice.org
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Drawn on Device
 Using IP Address: 174.231.132.125
 Signed using mobile

Sent: 10/12/2023 4:49:15 PM
 Viewed: 10/12/2023 4:53:18 PM
 Signed: 10/12/2023 4:53:33 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/12/2021 8:29:05 AM
 ID: 03de0f22-21eb-40f1-b317-89cddb113563

Trevor Winters
 twinters@spokanepolice.org
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Drawn on Device
 Using IP Address: 135.134.141.142
 Signed using mobile

Sent: 10/12/2023 4:53:35 PM
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 Signed: 10/12/2023 6:52:48 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/12/2023 6:52:29 PM
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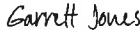

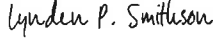
Craig Meidl
 cmeidl@spokanepolice.org
 Chief of Police
 Spokane PD
 Security Level: Email, Account Authentication
 (None)

Craig Meidl

Signature Adoption: Pre-selected Style
 Using IP Address: 155.190.3.6

Sent: 10/12/2023 6:52:49 PM
 Viewed: 10/12/2023 7:20:41 PM
 Signed: 10/16/2023 1:40:56 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/12/2023 7:20:41 PM
 ID: c63c899e-e3e3-4843-817f-eeee2ce7e776

Signer Events	Signature	Timestamp
<p>Garrett Jones gjonas@spokanecity.org Director, Parks and Recreation City of Spokane Parks Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/16/2023 1:55:20 PM ID: e8103462-850a-41b6-a8a6-cba188f8c741</p>	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	<p>Sent: 10/16/2023 1:40:58 PM Viewed: 10/16/2023 1:55:20 PM Signed: 10/16/2023 1:55:40 PM</p>
<p>David Moss dmoss@spokanecity.org HR DR Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/18/2023 3:39:37 PM ID: 8026c944-550a-4b6a-ba34-8249681e4994</p>	 Signature Adoption: Drawn on Device Using IP Address: 174.205.99.120 Signed using mobile	<p>Sent: 10/16/2023 1:55:41 PM Resent: 10/18/2023 2:59:34 PM Viewed: 10/18/2023 3:39:37 PM Signed: 10/18/2023 3:39:54 PM</p>
<p>Lynden P. Smithson lsmithson@spokanecity.org City Attorney- Interim Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/20/2022 3:21:38 PM ID: 3b180a42-43d7-4a63-bded-dc91ac4ab43f</p>	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.6	<p>Sent: 10/18/2023 3:39:56 PM Viewed: 10/18/2023 3:42:43 PM Signed: 10/18/2023 3:42:55 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2023 11:45:20 AM
Certified Delivered	Security Checked	10/18/2023 3:42:43 PM
Signing Complete	Security Checked	10/18/2023 3:42:55 PM
Completed	Security Checked	10/18/2023 3:42:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 03/04/2024

Committee Agenda type: Discussion

Date Rec'd	2/12/2024
Clerk's File #	OPR 2024-0193
Renews #	
Cross Ref #	

Council Meeting Date: 03/18/2024

Submitting Dept	PROBATION SERVICES	Project #	
Contact Name/Phone	MICHAEL 622-5806	Bid #	2022118
Contact E-Mail	MDIAMOND@SPOKANECITY.ORG	Requisition #	SR 426586
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Agenda Item Name	0690-PERSONAL SERVICES AGREEMENT: ELECTRONIC MONITORING SERVICES		

Agenda Wording

Contract with BI Incorporated (Boulder, CO) for Electronic Monitoring services. Beginning March 1, 2024 through February 28, 2026. Total cost \$275,000 plus applicable tax.

Summary (Background)

On August 22, 2018 CJS entered into an agreement with Alcohol Monitoring Systems, Inc. for EM technologies in alcohol monitoring, GPS, and breath testing. CJS is currently in a Contract Extension ending February 29, 2024 and is seeking to switch EM vendors to BI Incorporated. The proposed contract would align with the State OMNIA Contract and would provide alcohol monitoring, GPS, victim notification, breath testing, and a more secure jail alternative option than received with AMS.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	
Total Cost	\$ 275,000
Current Year Cost	\$ 15,304.33 + 275,000
Subsequent Year(s) Cost	\$ 2023 - \$176,000; 2022 - \$264,000; 2021 - \$88,000

Narrative

\$266,000 of the contract amount has been encumbered temporarily under SR426586 until the vendor is set up in FMS and can be correctly encumbered. At that time, the remaining \$9,000 in funding will be determined. Michael Diamond will be the SME.

Amount	Budget Account
Expense \$ 266,000	# 1910-18100-23200-54101-99999
Expense \$ 9,000	# TBD
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Isabel Yang isabel.yang@bi.com	mdiamond@spokanecity.org
ddaniels@spokanecity.org	dtyurin@spkanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	March 4 th , 2024
Submitting Department	Community Justice Services
Contact Name	Michael Diamond
Contact Email & Phone	mdiamond@spokanecity.org : 622-5806
Council Sponsor(s)	Councilmember Paul Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Personal Services Agreement – Electronic Monitoring Services and Equipment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane Municipal Court and Community Justice Services Department has provided electronic monitoring solutions to the municipal criminal justice system since 2012. On August 22, 2018 CJS entered into an agreement with Alcohol Monitoring Systems, Inc. for EM technologies in alcohol monitoring, GPS, and breath testing. CJS is currently in a Contract Extension ending February 29, 2024 and is seeking to switch EM vendors to BI Incorporated. The proposed contract would align with the State OMNIA Contract (Contract Number: 2022118) and would provide alcohol monitoring, GPS, victim notification, breath testing, and a more secure jail alternative option than received with AMS. EM is heavily utilized by the Court as a sentencing alternative and costs the City as low as \$3.67 per day per defendant versus the associated costs with jail incarceration (estimated costs per day exceed \$135). In 2023 the City provided additional funds to expand the EM Unit with current trends of reaching 150 average daily population, same day installations, shorter wait times for sentences, and higher response times on violations. In 2024, CJS proposes to expand opportunities of EM to other jurisdictions for a potential revenue on programming to recoup some costs from the jail alternative fund.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$275,000</u> Current year cost: \$15,304.33 (January, 2024) with anticipated \$275,000 in costs. Subsequent year(s) cost: 2023 - \$176,000 – 1910-18100-23200-54101-99999; 2022 - \$264,000 – 1910-18100-23200-54101-99999, 2021 - \$88,000 – 1910-18100-23200-54101-99999	
Narrative: <u>Costs occurred for Electronic Monitoring include rental of EM equipment and application and services for victim notification. Costs include device rental on GPS, Alcohol Detection and Testing equipment, and victim notification software.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? The Electronic Monitoring probation has been funded through Jail Alternative Funds since 2012 providing costs savings to the City.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: Expansion of Electronic Monitoring Unit allows for MOU/Contract with other court jurisdictions. This may provide revenue to offset City expense on Municipal Court defendants who have a current 88% indigency rate.

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

- The 2023 average daily population of the CJS EM Unit was 100.
- The program is provided to all eligible defendants in a pretrial or post-disposition case status regardless of socio-economic or demographic circumstances.
- EM is a cost saving approach in both pre-and post-trial detention and helps improve community safety and lower jail costs incurred by the City.
- New contract under BI Incorporated improves GPS tracking/monitoring and provides new technologies in victim notification and safety.
- BI Incorporated is within the State OMNIA contract service and will provide more cost savings for the City then received with AMS aligning with the City's 2024 budget needs.

Council Subcommittee Review

- To be discussed through PSCHC with request for advancement to legislative agenda and approval.



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **ELECTRONIC MONITORING SERVICES AND EQUIPMENT**

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

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Electronic Monitoring Services and Equipment for the City of Spokane Probation Department, in accordance with Company’s Proposal dated January 19, 2024, which is attached as Exhibit B. Company has been selected through Omina State Contract No. 2022118. In the event of a conflict between the Statement of Work and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2024, and shall run through February 28, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed one (1) additional renewal.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall be paid in accordance with the Pricing stated in Exhibit B, and shall not exceed **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)**, plus applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Municipal Probation Department, 1100 West Mallon Avenue, Spokane, Washington 99260. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this

Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane, including this contract and attachments, are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be

affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

BI INCORPORATED

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – January 19, 2024 Proposal

24-025-

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

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

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

Issue Date: May 19, 2023

Unified Business ID #: 601220280

Business ID #: 001

Location: 0002

Expires: Jun 30, 2024

CITY/COUNTY ENDORSEMENTS:

- KELSO GENERAL BUSINESS - NON-RESIDENT #A040114 - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #11092 - ACTIVE
- PORT ORCHARD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13011934BUS - ACTIVE
- ABERDEEN GENERAL BUSINESS - NON-RESIDENT #215207 - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

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

John Ryser
Director, Department of Revenue

UBI: 601220280 001 0002

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

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

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

Expires: Jun 30, 2024

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2024

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

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

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

COVERAGES

CERTIFICATE NUMBER: W32685125

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Civil Rights GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1729003	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4594443	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG72597631 002	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	049154398	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Pollution Liability			ISPILLSCV0Y3001	10/01/2023	10/01/2026	Each Incident \$10,000,000 Policy Aggregate \$10,000,000 Retention \$100,000


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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

ADDITIONAL REMARKS

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

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

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

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

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
 POLICY NUMBER: 049154399 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease Each Empl	\$2,000,000
□□□□□□□□□□	Disease Pol Limit	\$2,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
 POLICY NUMBER: 049154397 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

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

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 4594444 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh **NAIC#:** 19445
POLICY NUMBER: 25060203 **EFF DATE:** 10/01/2023 **EXP DATE:** 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Limit	\$10M x \$10M

INSURER AFFORDING COVERAGE: Berkley National Insurance Company **NAIC#:** 38911
POLICY NUMBER: CEX09602890-06 **EFF DATE:** 10/01/2023 **EXP DATE:** 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Limit	\$5M x \$20M

ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS

AGREEMENT NO. 021624MV1

This Electronic Monitoring Service Agreement – Omnia Partners ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and SPOKANE MUNICIPAL PROBATION DEPARTMENT ("Agency") with its principal place of business at 1100 West Mallon Avenue, Spokane, WA 99210-2352.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement is effective as of the date of the last signature below (“**Effective Date**”).

WHEREAS, Agency has registered with National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners, Public Sector and/or Communities Program Management, LLC, f/k/a U.S. Communities (“Omnia Partners”) as a Participating Public Agency on Omnia Partners’ website or by executing a Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency desires to procure products and services in accordance with the terms and conditions of the Master Agreement No. 2022118, effective on May 4, 2022, by and between the City of Mesa, Arizona and BI (“Master Agreement”), a copy of which may be found on Omnia Partners website at www.omniapartners.com/publicsector; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject.

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

- 1. Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the Master Agreement which is hereby incorporated herein. For the purposes of this Agreement, all references in the Master Agreement to the City of Mesa, Arizona or any of its divisions, departments, agencies or employees shall be read to be a reference to Agency or its divisions, departments, agencies or employees.
- 2. Equipment and Services.** BI shall provide equipment and services requested hereunder in accordance with the Master Agreement, Exhibit A - Scope of Work.
- 3. Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement.
- 4. Term.** The term of this Agreement shall be from Effective Date through May 3, 2027, unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

SPOKANE MUNICIPAL PROBATION DEPARTMENT

Signature

Signature

Isabel Yang

Printed Name

Printed Name

Executive Vice President

Printed Title

Printed Title

Date

Date

**SCHEDULE A
TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS
Agreement No. 021624MV1 ("Agreement")
between
BI INCORPORATED ("BI")
and
SPOKANE MUNICIPAL PROBATION DEPARTMENT
("Agency")**

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.
- II. Lost & Damaged Equipment Billing** - See Attachment A to Schedule A for annual lost and damage example.
- III. Equipment: Services and Fees** - Pursuant to Master Agreement No. 2022118, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

A. TAD UNIT AND TAD PLUS CELLULAR

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$3.05	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charges:	\$5.05	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$3.05	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charges:	\$5.05	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$3.05	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.25	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charges:	\$6.30	per Unit per day.

TAD PLUS CELLULAR – WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$3.05	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.25	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charges:	\$6.30	per Unit per day.

ADDITIONAL SERVICES:

1. **TAD Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the thirty percent (30%) allowance, Agency will incur a \$3.05 charge per unit per day.
2. **TAD Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, five percent (5%) of the average daily total number of active TAD Units in Agency's possession.
3. **Replacement Costs:** TAD Unit - \$1,000.00 each; HomeBase (non-cellular) - \$1,000.00 each.

TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.

4. **TAD Cellular HomeBase No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD Cellular HomeBases equal to, but not to exceed, thirty percent (30%) of that month's average number of active TAD Cellular Homebases per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the thirty percent (30%) allowance, Agency will incur a \$1.25 charge per unit per day.
5. **TAD Cellular HomeBase Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged TAD Cellular HomeBases equal to, but not to exceed, five percent (5%) of the average daily total number of active TAD Cellular HomeBases in Agency's possession.
6. **Replacement Cost:** TAD Cellular HomeBase - \$1,240.00 each.
7. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

B. SL3 UNIT

SL3 Unit Rental Charge:	\$1.45	per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge:	\$2.60	per Unit per Active Day.
Total SL3 Unit Charges:	\$4.05	per Unit per day.

ADDITIONAL SERVICES:

1. **SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the thirty percent (30%) spares allowance, Agency will incur a \$1.45 charge per unit per day.
2. **SL3 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL3 Units equal to, but not to exceed, five percent (5%) of the average daily total number of active SL3 Units in Agency's possession.
3. **Replacement Cost:** SL3 Unit - \$600.00 each.
4. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

C. LOC8 XT UNIT

LOC8 XT Component Rental Charge: \$1.55 per day per Unit from BI inventory.

OPTION A: LOC8 XT WITH 1.30.W5.C30 ZX SERVICE:

GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Monitoring Service Charge: \$1.35 per Unit per Active Day.

Total LOC8 XT Charges: \$2.90 per Unit per day.

OPTION B: LOC8 XT WITH 1.240.W5.C30 ZX SERVICE:

GPS Collection Rate once (1) per minute, Data Transmission every 240 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Monitoring Service Charge: \$1.35 per Unit per Active Day.

Total LOC8 XT Charges: \$2.90 per Unit per day.

OPTION C: LOC8 XT WITH 1.720.W5.C30 ZX SERVICE:

GPS Collection Rate once (1) per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Monitoring Service Charge: \$1.35 per Unit per Active Day.

Total LOC8 XT Charges: \$2.90 per Unit per day.

ADDITIONAL SERVICES:

- 1. LOC8 XT Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive LOC8 XT Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 XT Units in excess of the thirty percent (30%) spares allowance, Agency will incur a \$1.55 charge per unit per day.
- 2. LOC8 XT Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 XT Units equal to, but not to exceed, five percent (5%) of the average daily total number of active LOC8 XT Units in Agency's possession.
- 3. Replacement Costs:** LOC8 XT Tracking Unit - \$1,560.00 each; LOC8 XT Beacon & Charger Combo - \$250.00 each.
- 4. Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

D. BI VERIWATCH UNIT

BI VeriWatch Component Rental Charge: \$3.15 per day per Unit from BI inventory.

BI VeriWatch Monitoring Service Charge: \$1.50 per Unit per Active Day.

Total BI VeriWatch Charges: \$4.65 per Unit per day.

ADDITIONAL SERVICES:

- 1. BI VeriWatch Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive BI VeriWatch Units equal to, but not to exceed, ten percent (10%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive BI VeriWatch Units in excess of the ten percent (10%) spares allowance, Agency will incur a \$3.15 charge per unit per day.

2. **No BI VeriWatch Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged BI VeriWatch Units.

3. **Replacement Costs per Item:**

VeriWatch Complete Unit	\$720.00 each	VeriWatch Installation Tool	\$5.00 each
VeriWatch Battery	\$175.00 each	VeriWatch Removal Tool	\$17.00 each
VeriWatch Cable	\$18.00 each	VeriWatch Cover	\$3.00 each
VeriWatch Charger	\$30.00 each	VeriWatch Straps	\$25.00 each

4. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

E. **BI SMARTLINK™**

BI SmartLINK™ is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess®.

Requirements: Apple iOS or Android (Operating System powered) smartphone.

BI SmartLINK™ with or without an EM Device:

	BI SmartLINK™ with a BI EM Device	BI SmartLINK™ without a BI EM Device
Number of Clients	Unlimited	1 - 1,000
BI SmartLINK™ Option - Connect	Free	\$0.25
BI SmartLINK™ Option - Report	\$0.25	\$0.50
BI SmartLINK™ Option - Verify	\$0.50	\$0.75
Video Conference (<i>streamed</i>) per event	\$0.35	\$0.35

Included Modules in each Option		
Option – Connect	Option – Report	Option – Verify
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Documents	03. My Documents	03. My Documents
04. Media	04. Media	04. Media
05. Resources	05. Resources	05. Resources
06. Messaging	06. Messaging	06. Messaging
07. Video Conferencing*	07. Video Conferencing*	07. Video Conferencing*
	08. Client Submitted Schedules & Information	08. Client Submitted Schedules & Information
	09. Self-Report (<i>no biometrics</i>)	09. Facial Biometric Check-in
		10. Self-Report (<i>with biometrics</i>)

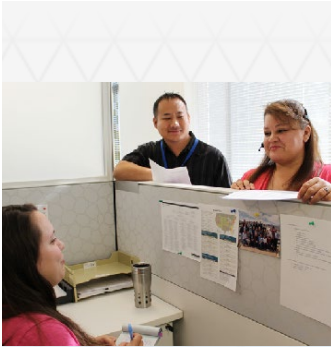
*Use of Video Conferencing feature will incur an additional charge of \$0.35 per conference, up to 15 minutes.

GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training: BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.



BI Incorporated Customer Business Services Department

Example:

Assumptions for illustration purposes:

Customer has a 5% annual lost/damaged allowance on HomeGuard units.
Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver
Replacement cost = \$1,320.00 each
Subtotal \$1,320.00

2 HomeGuard Transmitters
Replacement cost = \$575.00 each
Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver
Repair cost = \$350.00
Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

Active HomeGuard days for which the customer was billed were as follows:

July 2015	1050	Jan 2016	1125
Aug 2015	1035	Feb 2016	1070
Sep 2015	1020	Mar 2016	1032
Oct 2015	1005	Apr 2016	1016
Nov 2015	929	May 2016	903
Dec 2015	962	June 2016	910

Based on these assumptions, lost/damaged billing is calculated as follows:

Total Active HomeGuard days for the year = 12,157
 • 12,157 active units/day ÷ 365 days = 33.31 average active units over the year
 • Allowance = 5% so 33.31 x .05 = 1.67 units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00
 • 1.67 units allowed x \$1,895.00 = \$3,164.65

Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.

- Actual lost/damaged equipment was \$2,820.00.
- Since the customer was within their allowance there is no lost/damaged billing for this contract year.

BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

Billing is calculated as follows:

Let's say that a customer has a 5% annual allowance on BI HomeGuard® units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.)

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.). The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

Example to the left.



Agenda Sheet for City Council:

Committee Meeting Information:

Urban Experience	Consent
03/11/2024	Duration: 0 min.

Status: **SUBMITTED TO AGENDA**

Council Meeting Date: 03/18/2024 Briefing date: 03/11/2024

Submitting Dept*:	HOUSING & HUMAN SERVICES	Date Rec'd (Clerk use only)	3/8/2024
Contact Name & Phone*:	DAWN KINDER 6443	Clerk's File #	OPR 2024-0205
Contact E-Mail*:	DKINDER@SPOKANECITY.ORG	Renews #	
Add'l Docs Attached? <input type="checkbox"/>	Contract Item	Cross Ref #	
Council Sponsor(s):	ZZAPPONE JBINGLE KKLITZKE	Project #	
		Bid #	
		Requisition #	26092

Agenda Item Name: Begin with Dept #
 1680- TEMPORARY SHELTER SERVICES- JEWELS HELPING HAN

Agenda Wording*: (163 character max) Additional attached?
 An agreement amendment to extend shelter services from March 2, 2024 to August 31, 2024

Summary (Background)*: (412 character max.) Additional attached?
 An agreement amendment to extend shelter services from March 2, 2024 to August 31, 2024.

Approved in current year budget? Yes No N/A

Total cost: \$ 514,200.00
 Current year cost: \$ 514,200.00
 Subsequent year(s) cost: \$

Narrative: (197 character max)
 Amendment is for \$85,700.00 per month max for six months.

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact **Budget Account** Additional attached?

Expense	\$ 514,200.00	#	1425-88155-57215-54201-97236
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals	Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Dept Head	Vendor Signer (First & Last Name & E-Mail)
Division Director	dkinder@spokanecity.org
Accounting Manager	rculton@spokanecity.org

Legal		sbrown@spokanecity.org
Executive		mmurray@spokanecity.org
Additional Approvals		laga@spokanecity.org
ACCOUNTING - GRAI ▼		dnorman@spokanecity.org
Select Dept 2 ▼		jnechanicky@spokanecity.org
Select Dept 3 ▼		mboston@spokanecity.org
Select Dept 4 ▼		

Save

Cancel

View Related Documents

Committee Agenda Sheet

Urban Experience Committee

Committee Date	3.11.24
Submitting Department	CHHS
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@spokanecity.org , 6443
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1680- Shelter Services- Jewel's Helping Hands Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	An agreement amendment to extend shelter services from March 2, 2024 to August 30, 2024.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$514,200.00</u> Current year cost: <u>\$514,200.00</u> Subsequent year(s) cost:	
Narrative: <u>Amendment is for \$85,700.00 per month max for six months. CR#26092.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The funding for the shelters give those experiencing homelessness somewhere to reside in compliance with SMC with the reduction of beds at TRAC.	
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 Shelter will track number of individuals residing per CHHS request.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Shelters typically work with CHHS on collection methods.	

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?
City Policy requires shelter beds are added in one location if removed in another.



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: TEMPORARY SHELTER SERVICES

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and JEWELS HELPING HANDS, whose address is 5128 N. Jefferson Street, Spokane, WA 99205-5312, as ("Provider"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane requires additional shelter space to accommodate weather related and on-going surge needs, and;

WHEREAS, the Provider was secured using Emergency Noncompetitive Procurement Justification, and;

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance No. C36176, passed on March 7, 2022 and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions;

The parties agree as follows:

1. DESCRIPTION OF WORK.

The Provider shall perform the following work or services for the City:

PROVIDE STAFF AND OPERATION OF SHELTER SERVICES AT MULTIPLE CHURCH LOCATIONS.

The Provider represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

2. TIME OF COMPLETION. This Agreement is effective on March 2, 2024 and shall end on August 31, 2024.

3. **COMPENSATION.** The City shall pay the Provider an amount not to exceed FIVE HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS, (\$514,200.00) for everything furnished and done under this Agreement, The maximum amount to be paid for each month from the date at which this Agreement goes into effect to the date it ends is **EIGHTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$85,700.00)** as full compensation for the services provided for in this agreement as indicated in Attachment B. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. **PAYMENT/PROCEDURES.** The Provider shall submit its applications for payment to CHHS Department, 808 W Spokane Falls Blvd., Spokane, Washington 99201 or by email to chhsreports@spokanecity.org. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Provider's application except as provided by state law.

If the City objects to all or any portion of the invoice, it shall notify the Provider and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

PAYMENT PROCEDURES. Upon execution of this contract the CITY shall send out a billing sheet to the PROVIDER to be used for reimbursement. The CITY shall reimburse the PROVIDER only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by PROVIDER shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, PROVIDER shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **PROVIDER shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. **Reimbursement Requests:**

The PROVIDER shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The PROVIDER shall maintain appropriate supporting documentation, including

copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the PROVIDER's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the PROVIDER and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the PROVIDER for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The PROVIDER shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The PROVIDER agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the PROVIDER shall report program income monthly on invoices submitted to CITY. By way of further limitations, the PROVIDER may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the PROVIDER shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior

to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The PROVIDER shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

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

6. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS**. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Provider shall be safeguarded by the Provider. The Provider shall make such data, documents and files available to the City upon the City's request. If the City's use of the Provider's records or data is not related to this project, it shall be without liability or legal exposure to the Provider.

7. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. **INDEPENDENT CONTRACTOR**. The parties intend that an independent contractor relationship will be created by this Agreement.

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

10. **INSURANCE**. During the term of the Agreement, the Provider shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Provider's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Provider or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Provider shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Provider returns the signed Agreement.

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

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

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

14. AUDIT / RECORDS. The Provider and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Provider and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. 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.

16. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

JEWELS HELPING HANDS By: _____ <i>(signature)</i> Print Name: _____ Title: _____ Date: _____ Email: _____	CITY OF SPOKANE: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ Date: _____
--	--

APPROVED: _____ Assistant City Attorney	ATTEST: _____ City Clerk
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Attachments that are part of this Agreement:

- Attachment A: Debarment Certificate
- Emergency Noncompetitive Procurement Justification Form
- ARP-CLFRF CFDA 21.027
- General Terms and Conditions
- Attachment B - Budget Spreadsheet**
- Exhibit A: CMIS

ATTACHMENT A

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

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

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

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

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

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

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

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

**AGREEMENT BETWEEN
CITY OF SPOKANE (“CITY”) AND JEWELS HELPING HANDS (“GRANTEE”)**

1. Grantee Jewels Helping Hands 5128 N Jefferson Street Spokane, WA 99205-5312		2. Contract Amount \$514,200.00		3. Tax ID# 84-2198820	
				4. UEI# T55UM126WD94	
5. Grantee’s Program Representative Julie Garcia 5128 N Jefferson Street Spokane, WA 99205 jewelshelpinghandsspokane@gmail.com			6. City’s Program Representative Dawn Kinder NHHS Director dkinder@spokanecity.org		
7. Grantee’s Financial Representative Julie Garcia 5128 N Jefferson Street Spokane, WA 99205 jewelshelpinghandsspokane@gmail.com			8. City’s Contract Representative Dawn Kinder NHHS Director dkinder@spokanecity.org		
9. Grantor Award # SLFRF		10. Start Date 3/2/2024		11. End Date 8/31/2024	
12. Federal Funds ARPA & CSLFRF		ALN # 21.027	Federal Agency U.S. Department of the Treasury (“Treasury”)		
13. Total Federal Award \$80,991,104		14. Federal Award Date 3/1/2020		15. Research & Development? No	
		16. Indirect Cost Rate			
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: to allocate grant funds to provide temporary shelter services. The rights and obligations of both parties to this Contract are governed by this Contract. This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) APRA CSLFRF CFDA 21.027, (2) General Terms and Conditions, (3) Attachment “A” - Suspension & Debarment and FFATA Certification					

(FACE SHEET)

Exhibit A: CMIS REQUIREMENTS

A. GENERAL

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

B. VIOLENCE AGAINST WOMEN ACT (VAWA)/VICTIMS OF CRIME ACT (VACA)

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act "VAWA" or the Victims of Crime Act "VOCA", the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as "comparable".

C. DATA QUALITY

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, no less frequently than monthly on or before the 5th day of each month. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board. GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org , on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

D. CMIS TRAINING

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS within ninety (90) days of providing services under this Agreement.

Visit the City of Spokane CMIS Training website to register for training and for more information.

E. PROJECT BED/UNIT INVENTORY

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Court Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.

F. REPORTING REQUIREMENTS

The GRANTEE shall verify the accuracy and completeness of all data within twenty (20) days of the termination of this Agreement. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete as possible by sending notice in the form of an email communication to CMIS@spokanecity.org including the grant identifier of the project. GRANTEE shall submit data required for the following reports (as applicable per funding source):

- Annual Performance Report (APR)
- Annual Homeless Assessment Report (AHAR)
- Commerce Annual Report
- Housing Inventory Count (HIC)
- Annual Point-in-Time Count (PIT)
- System Performance Measures Report (SPM)
- Longitudinal Systems Analysis (LSA)

GRANTEE will fulfill other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.

Attachment B

<u>Category</u>	<u>Amount</u>
March	\$ 85,700.00
April	\$ 85,700.00
May	\$ 85,700.00
June	\$ 85,700.00
July	\$ 85,700.00
August	\$ 85,700.00
TOTAL	\$514,200.00

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

11. PAYMENT

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

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

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

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2024

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

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

PRODUCER Hoover Insurance 708 N Argonne Rd Suite 1 Spokane Valley, WA 99212	CONTACT NAME: Sarah Kreider
	PHONE (A/C. No. Ext): (509)922-8950 FAX (A/C. No.): (509)922-8960 E-MAIL ADDRESS: sarah@hooverinsurance.net
INSURED Jewels Helping Hands 5128 N Jefferson St Spokane, WA 99205	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mount Vernon Fire Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1000361-10882** **REVISION NUMBER: 4**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NPP2584108A	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane is listed as Additional Insured.

CERTIFICATE HOLDER City of Spokane 808 Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sarah Kreider</i> (SMK)
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< Business Lookup

License Information:

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

Entity name: JEWELS HELPING HANDS

Business name: JEWELS HELPING HANDS

Entity type: Nonprofit Corporation

UBI #: 604-475-550

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

Mailing address: 5128 N JEFFERSON ST
SPOKANE WA 99205-5312

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Nonprofit Business				Active	Jun-30-2024	Jul-29-2019

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

Governing people	Title
BERTSAMSON, JIM	
GARCIA, JULIE	
GREEN, JASON	
GROUNDS, ALISON	



Governing people	Title
KARTCHNER, MARK	
MAINER, STACEY	

Registered Trade Names

Registered trade names	Status	First issued
JEWELS HELPING HANDS	Active	Jul-29-2019

The Business Lookup information is updated nightly. Search date and time: 1/12/2024 10:34:21 AM

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ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title



**EMERGENCY NONCOMPETITIVE PROCUREMENT
JUSTIFICATION FORM**

**CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201**

Description of Product/Service: Emergency Shelter Space

Requisition Number: OPR 2024-0166

Estimated amount of this purchase: \$ 514,200

Contract Period: March 2, 2024 - August 31, 2024

Department: CHHS Contact Person: Dawn Kinder Phone: 625-6443

Due Date: 03/02/2024 Work must be completed by: 08/31/2024

Date Material/Equipment/Supplies must be delivered by: N/A

Location: Scattered Site - Local Churches

Date Service must begin by: 03/02/2024

Please provide the following information in order to document justification of an emergency noncompetitive procurement.

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

The item is available only from a single source

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal

After solicitation of a number of sources, competition is determined inadequate

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Extension of the scattered site church based program operated by Jewels Helping Hands to ensure shelter space as we also work to ramp down TRAC. \$514,200 is needed to continue this program through 8/31/2024.

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

TRAC was reduced to 250 beds effective March 1st to work toward de-congregated shelter options. Additional shelter space is needed for both weather related emergency space and on-going surge shelter options.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

This program will operate from March 2, 2024 through August 30, 2024 at which time a regional shelter audit will be completed and incorporated into final decisions on the best model going forward.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

Emergency space was implemented during extreme cold weather. Several local churches offered to provide overnight space and Jewels Helping Hands got this program up and running, invested funds to increase bathroom facilities where needed and will continue to offer this shelter space as needed on a short term basis while final

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

None

Requested Vendor: Jewels Helping
Hands

1819 E Springfield, Spokane Wa 99202

Vendor's Address: _____

Julie Garcia

509-443-5104

Vendor Contact: _____ Phone: _____

If the cost of the noncompetitive 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 noncompetitive procurement 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.

Skyler Brown Digitally signed by Skyler Brown
DN: cn=Skyler Brown
Date: 2024.03.08 09:02:50 -08'00'

Signature of Requestor
(Must be an authorized Department Buyer)

03/07/2024

Date

Richard Culton Digitally signed by Richard Culton
Date: 2024.03.08 08:47:24 -08'00'

Signature of Department Head or Designee

3/7/2024

Date

APPROVED
By Jason Nechanicky at 9:20 am, Mar 08, 2024

Approval by Purchasing (Over \$50,000)

Date

APPROVED
By Michelle Murray at 9:13 am, Mar 08, 2024

Approval by Grants Management
(Required for grant funded purchases)

3/7/24

Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Discussion

Date Rec'd

2/14/2024

Clerk's File #

RES 2024-0028

Renews #

Cross Ref #

Council Meeting Date: 03/18/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

ABIGAIL 6426

Bid #

Contact E-Mail

AMMARTIN@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART ZZAPPONE PDILLON

Agenda Item Name

0320 - NEIGHBORHOOD TRAFFIC CALMING PROJECTS FOR 2025 (CYCLE 12)

Agenda Wording

A resolution regarding the approval of year 2025 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

Summary (Background)

In the new four year project cycle, the City Council is asked to approve projects on a year by year basis from the approved project list of neighborhood approved solutions. These projects would be for 2025 construction. Additionally, the project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ approximately \$5M

traffic calming fund

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			

Distribution List

	nzollinger@spokanecity.org
korlob@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/2024
Submitting Department	Office of the City Council
Contact Name	Abigail Martin
/Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Cathcart, Zappone, Dillon
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Neighborhood Traffic Calming Projects for 2025 (Cycle 12)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	In the new four-year project cycle, the City Council is asked to approve projects on a year by year basis from the approved project list of neighborhood approved solutions. These projects would be for 2025 construction. Additionally, the project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: We're working to get the budget in order for projects for the next few years. This item will deal with projects and budget for 2025.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, per the Traffic Calming fund.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Where possible projects are selected and funded in conjunction with grants and other strategic alignment.</p> <p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>The Traffic Calming fund creates project lists based on several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.</p> <ul style="list-style-type: none"> • 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>Accidents and before/after data can be collected, and we are working with the Spokane Police Department and various other departments receiving Traffic Calming funds to report out data and usage quarterly.</p> <ul style="list-style-type: none"> • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

Pre and post data, collision data, pedestrian/bike safety data all are part of the collection of information to support projects.

- 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 Traffic Calming work group includes many City departments and staff- Integrated Capital Management; Engineering Services; Streets; Planning; Neighborhood Services; City Council and Mayoral staff. This inclusion and broad group is meant to support efforts across the City.

Council Subcommittee Review

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

Traffic Calming Subcommittee: Council Members Cathcart, Zappone, and Dillon.

RESOLUTION NO. 2024-0028

A resolution regarding the approval of year 2025 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves applied for; and

WHEREAS, the City Council historically has adopted several resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2023-0063 for the "Cycle 11" projects; and

WHEREAS, on July 10, 2023, the City Council adopted Resolution 2023-0057, which institutes a new allocation criteria and funding process for traffic calming projects that incorporates a four-year funding cycle, commencing with year 2023 and continuing through year 2026, and further which takes into account historical investment of traffic calming funds invested in each council district, the comparative costs of individual projects, and the most favorable timing for commencement of each project; and

WHEREAS, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

WHEREAS, consistent with Resolution 2023-0057 and the expressed preferences of neighborhoods, the City Council endorses the use of traffic calming funds for the projects identified in this resolution, with the actual continuation of projects in 2025 to be as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED that, consistent with Resolution 2023-0057; Resolution 2023-0063, and this resolution, the total cost of all projects approved for commencement in 2025 and charged to the Traffic Calming Fund shall not exceed \$2,000,000, and shall be selected from among those projects identified on the attached Exhibit "A" which is incorporated herein by reference, and

AND IT IS FURTHER RESOLVED, that additional traffic calming projects for the years 2026-2027 shall be by separate resolution; and

AND IT IS FURTHER RESOLVED that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the "Cycle 11" projects in

Resolution 2023- 0063 or to otherwise affect projects already underway as of the date of this resolution.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

EXHIBIT A

District 1

Hillyard- Haven/Rockwell crosswalk
Logan- Marietta sidewalk
Minnehaha- Freya (Euclid to Bridgeport)

District 2

Cliff/Cannon- Walnut/Maple/Cedar
Cliff/Cannon + Rockwood- partial
East Central (9th- Altamont to Perry)
Lincoln Heights (17th- Havana to Rockwood)
Rockwood (Rockwood @ Sumner)
West Hills (Rosamund @ F)

District 3

Browne's Addition (2nd @ Elm)
Emerson-Garfield- Buckeye @ Washington
Five Mile- Strong Rd (Elm to Cedar)
West Central- Summit, Broadway, Boone



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/26/2024

Committee Agenda type: Discussion

Date Rec'd

2/12/2024

Clerk's File #

ORD C36501

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0410 - UPDATE SMC SECTION 03.01A.210

Agenda Wording

Update SMC section 03.01A.210

Summary (Background)

During SMC update was missed when Grants was moved from Purchasing to be under Accounting. This error has been discovered and is needing to be adjusted

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Update SMC section 03.01A.210
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During SMC update was missed when Grants was moved from Purchasing to be under Accounting. This error has been discovered and is needing to be adjusted.</p>
*use the Fiscal Impact box below for relevant financial information	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? – N/A – Part of Finance & Administration restructure • 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 – Part of Finance & Administration restructure 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A – Part of Finance & Administration restructure
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – N/A – Part of Finance & Administration restructure

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A – Part of Finance & Administration restructure

ORDINANCE NO. C36501

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.315.

WHEREAS, SMC 3.01A.215 and 3.01A.315 were previously amended to place grant management under Accounting. SMC 3.01A.315 B needs to be amended to remove the reference to federal and state funding.

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.210 is amended to read as follows:

Section 03.01A.315 Contracts and Purchasing Department

- A. The Contracts and Purchasing Department is a financial administrative department responsible for the administration and operational support to program managers including contract engagement and compliance monitoring, relative performance and financial tracking, and budget review. Additionally, the department is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; managing inventories; and the disposal of surplus property.
- B. The department director shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing ((and other Federal/State funding)).

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/12/2024

Clerk's File #

ORD C36502

Renews #**Cross Ref #**

RES 2024-0027

Council Meeting Date: 03/11/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Project #**Contact Name/Phone**

RAYLENE 625-7901

Bid #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4320 ORDINANCE REVISION 13.03A

Agenda Wording

Pretreatment Ordinance Amendments - Wastewater Management

Summary (Background)

Amendments to SMC 13.03A regarding requirements for the City's Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes. 1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403. 2.) SMC 13.03A.1201 is being updated to read "applicable" pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Pretreatment Ordinance Amendments - Wastewater Management

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ARRINGTON, KYLE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

atagnani@spokanecity.org

hbarnhart@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Wastewater Management – Riverside Park Water Reclamation Facility (RPWRF)
Contact Name	Raylene Gennett (509) 625-7901
Contact Email & Phone	rgennett@spokanecity.org (509)625-7901
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pretreatment Ordinance Amendments – Wastewater Management
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Amendments to SMC 13.03A regarding requirements for the City’s Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes.</p> <ol style="list-style-type: none"> 1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403. 2.) SMC 13.03A.1201 is being updated to read “applicable” pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>Pretreatment ordinance amendment</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) revenue generating</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>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.</p>	

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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?

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES February 26,2024.

ORDINANCE NO. C36502

An ordinance relating to Pretreatment; amending SMC section 13.03A.0301; 13.03A.0408; 13.03A.0801; and 13.03A.1201; chapter 13.03A of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0301 is amended to read as follows:

13.03A.0301 Permits as to Existing Sources, Existing Users [3.1]

Any existing source or existing user determined by the Plant Manager to be an SIU not already permitted shall apply for a permit under this chapter. The Plant Manager may notify such persons of the requirement and allow up to sixty days for existing users and such time as required by federal law for existing sources, but this shall not exceed sixty days unless an applicant demonstrates it is entitled to additional time. This requirement also applies to existing permittees subject to new requirements under this chapter. Regardless of notification or other requirements, in no event shall an SIU subject to categorical standards fail to submit a baseline report within the one hundred eighty day deadline in 40 CFR §403.12(b). Baseline reports must be signed as provided in [SMC 13.03A.0305\(A\)](#) and fees will be assessed in accordance with [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 2: That SMC section 13.03A.0408 is amended to read as follows:

13.03A.0408 Non-compliance Reporting [4.8 modified]

If sampling performed by a user indicates a violation, the user must notify the Plant Manager within twenty-four hours of becoming aware of the violation. Within five (5) days following such discharge, the ((User)) user shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the ((User)) user to prevent similar future occurrences. Such notification shall not relieve the ((User)) user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the ((User)) user of any fines, penalties, or other liability which may be imposed pursuant to this chapter. The user shall also repeat the sampling and analysis and submit the results of a repeat analysis to the Plant Manager within thirty days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the ((User)) user of the violation and requires the ((User)) user to perform the repeat analysis. Resampling is not required if:

- A. the City performs sampling at the user's facility at least once a month, or

- B. if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City receives the results of this sampling. (See 40 CFR §403.12(g)(2)).

Any costs associated with sampling or resampling shall be borne by the ((User)) user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 3: That SMC section 13.03A.0801 is amended to read as follows:

13.03A.0801 Annual Publication of Violators

A. Publishing.

The Plant Manager publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant non-compliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

B. The term “significant non-compliance” means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the Plant Manager determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Plant Manager's exercise of emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of BMPs, which the Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each

pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]

6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ((~~thirty~~) forty-five) calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report non-compliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

Section 3: That SMC section 13.03A.1201 is amended to read as follows:

13.03A.1201 Upset [12.1]

- A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to non-compliance with applicable pretreatment standards if the requirements of subsection (C) of this section are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. an upset occurred and the user can identify the cause(s) of the upset;

2. the facility was at the time being operated in a prudent and workman like manner and in compliance with applicable operation and maintenance procedures; and
 3. the user has submitted the following information to the Plant Manager within twenty four hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days:
 - a. A description of the discharge and cause of non-compliance.
 - b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards unless otherwise required by law. Such opportunity may be conditioned on other requirements such as exhaustion of administrative remedies or other applicable conditions.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with ~~((categorical))~~ applicable pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Section 5: Effective Date. This ordinance shall take effect and be in force on _____, 2024.

Passed by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date